

**NOTICE OF SPECIAL SESSION OF THE  
DISTRICT BOARD OF THE EAGLE MOUNTAIN  
COMMUNITY FACILITIES DISTRICT**

**WHEN: THURSDAY, June 1, 2006**

**TIME: 6:15 P.M.**

**WHERE: FOUNTAIN HILLS TOWN HALL  
COUNCIL CHAMBERS  
16705 E. AVENUE OF THE FOUNTAINS**

Pursuant to A.R.S. 38-431.02, notice is hereby given to the Directors of the District Board of the Eagle Mountain Community Facilities District and to the general public that the District Board of the Eagle Mountain Community Facilities District will hold a special session open to the public beginning at 6:15 p.m. followed by the District Board meeting of the Community Maintenance District and immediately thereafter the Special and Regular Sessions of the Fountain Hills Town Council will begin at 6:30 p.m.

The agenda for the meeting is as follows:

- 1.) Meeting **CALLED TO ORDER** and **ROLL CALL**.
- 2.) **CALL TO THE PUBLIC.**  
Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Directors is subject to reasonable time, place and manner restrictions. The Directors will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Directors may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future agenda.
- 3.) **CONSIDERATION** of approving the meeting MINUTES of May 18, 2006.
- 4.) **PUBLIC HEARING** regarding the estimates of expenses and tax levies and approving the tentative budget as the FINAL BUDGET of the District for the Fiscal Year beginning July 1, 2006, and ending June 30, 2007.
- 5.) **CONSIDERATION** of RESOLUTION EMCFD 2006-02, approving the tentative budget as the FINAL BUDGET of the District for the Fiscal Year beginning July 1, 2006, and ending June 30, 2007.
- 6.) **ADJOURNMENT.**

DATED this 26th day of May 2006.

By: \_\_\_\_\_  
Bevelyn J. Bender, District Clerk

The Eagle Mountain Community Facilities District in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the clerk's office.

**RESOLUTION EMCFD NO. 2006-02**

**RESOLUTION OF THE CHAIRMAN AND BOARD OF THE EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT, APPROVING THE FINAL BUDGET OF THE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007.**

**BE IT RESOLVED** by the Chairman and Board of the Eagle Mountain Community Facilities District, (Town of Fountain Hills), Arizona, as follows:

SECTION 1. That the statements and schedules contained herein are hereby approved for the purpose as hereinafter set forth as the final budget for the Eagle Mountain Community Facilities District (the “District”) for the fiscal year 2006-07. The statements and estimates of the operation and maintenance expenses of the District (collectively, the “District Expenditures”), which are to be paid from ad valorem taxes collected in the District, are hereby filed with the District Clerk.

**PASSED AND ADOPTED** by the Chairman and Board of the Eagle Mountain Community Facilities District, Maricopa County, Arizona, on June 1, 2006.

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W. J. Nichols, District Chairman

**ATTEST:**

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Bevelyn J. Bender, District Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, District Counsel

**NOTICE OF SPECIAL SESSION  
OF THE DISTRICT BOARD OF THE  
COTTONWOODS MAINTENANCE DISTRICT**

**WHEN: THURSDAY, JUNE 1, 2006**

**TIME: IMMEDIATELY FOLLOWING THE  
EAGLE MOUNTAIN COMMUNITY  
FACILITIES DISTRICT BOARD MEETING AND PRIOR TO  
THE SPECIAL AND REGULAR MEETINGS OF THE  
FOUNTAIN HILLS TOWN COUNCIL**

**WHERE: FOUNTAIN HILLS TOWN HALL  
COUNCIL CHAMBERS  
16705 E. AVENUE OF THE FOUNTAINS**

Pursuant to A.R.S. 38-431.02, notice is hereby given to the Directors of the District Board of the Cottonwood Maintenance District and to the general public that the District Board of the Cottonwood Maintenance District will hold a Special Session open to the public beginning immediately after the District Board meeting of the Eagle Mountain Facilities District and prior to the Special and Regular Sessions of the Fountain Hills Town Council that begins at 6:30 p.m.

The agenda for the meeting is as follows:

- 1.) Meeting **CALLED TO ORDER** and **ROLL CALL**.
- 2.) **CALL TO THE PUBLIC.**  
Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Directors is subject to reasonable time, place and manner restrictions. The Directors will not discuss or take legal action on matters raised during "Call to the Public" unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Directors may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future agenda.
- 3.) **CONSIDERATION** of approving the meeting MINUTES of May 18, 2006.
- 4.) **PUBLIC HEARING** regarding the estimates of expenses and assessments and approving the tentative budget as the FINAL BUDGET of the District for the Fiscal Year beginning July 1, 2006, and ending June 30, 2007.
- 5.) **CONSIDERATION** of RESOLUTION CMD2006-02, approving the tentative budget as the FINAL BUDGET of the District for the Fiscal Year beginning July 1, 2006, and ending June 30, 2007.
- 6.) **ADJOURNMENT.**

DATED this 26th day of May 2006.

By: \_\_\_\_\_  
Bevelyn J. Bender, District Clerk

The Cottonwood Maintenance District in cooperation with the Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished with this agenda are available for review in the clerk's office.

**RESOLUTION CMD NO. 2006-02**

**RESOLUTION OF THE COTTONWOODS MAINTENANCE DISTRICT BOARD, MARICOPA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET OF THE DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007.**

**BE IT RESOLVED** by the Board of Directors of the Cottonwoods Maintenance District, Maricopa County, Arizona, as follows:

SECTION 1. That the statements and schedules attached as Exhibit A, incorporated herein by this reference, are hereby approved for the purpose as hereinafter set forth as the final budget for the Cottonwoods Maintenance District, Maricopa County, Arizona, (the "District") for the fiscal year 2006-07. The statements and estimates of the operation and maintenance expenses of the District, the costs of capital improvements and other expenditures for public infrastructure of the District are hereby filed with the District Clerk.

**PASSED AND ADOPTED** by the Board of Directors of the Cottonwoods Maintenance District, Maricopa County, Arizona, on June 1, 2006.

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W. J. Nichols, District Chairman

**ATTEST:**

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Bevelyn J. Bender, District Clerk

**APPROVED AS TO FORM:**

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Andrew J. McGuire, District Counsel



**NOTICE OF  
SPECIAL SESSION OF THE  
FOUNTAIN HILLS TOWN COUNCIL**

*Mayor Wally Nichols*

*Councilmember Mike Archambault  
Councilmember Ginny Dickey  
Vice Mayor Ed Kehe*

*Councilmember Henry Leger  
Councilmember Keith McMahan  
Councilmember Jay Schlum*

TIME: 6:30 P.M. - SPECIAL SESSION to be followed immediately by the REGULAR SESSION

WHEN: THURSDAY, JUNE 1, 2006

WHERE: **FOUNTAIN HILLS COUNCIL CHAMBERS**

**16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

**PROCEDURE FOR ADDRESSING THE COUNCIL**

Anyone wishing to speak before the Council must fill out a speaker's card and submit it to the Town Clerk prior to Council discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Clerk's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

**If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.**

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

- **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – Mayor Nichols
- **INVOCATION** – Beth Hagivot Board Member Fred Widom
- **OATH OF OFFICE** administered to Mayor Wally Nichols, Councilmembers  
Mike Archambault, Ginny Dickey, and Henry Leger
- **ROLL CALL** – Mayor Nichols
- **MAYOR'S REPORT** –
  - (i) Rotation of the Vice Mayor position to Councilmember Kehe. *Pursuant to Section 2-2-2 of the Fountain Hills Town Code, each member of the Council, except the Mayor, shall serve an eight-month term as Vice Mayor.*
  - (ii) *The Mayor will read a proclamation congratulating and recognizing the Fountain Hills High School Class of 2006.*

### **ACTION ITEMS**

1. **CONSIDERATION** of RESOLUTION 2006-29, repealing Resolution 2005-34 and establishing that the pay ranges for employees of the Town of Fountain Hills shall be adopted as part of the Town's annual budget.
2. **PUBLIC HEARING** regarding the estimates of expenses and tax levies and adopting the tentative budget as the FINAL BUDGET for the 2006-07 fiscal year budget for the Town of Fountain Hills.
3. **CONSIDERATION** of RESOLUTION 2006-19, adopting the tentative budget as the FINAL BUDGET for the 2006-07 fiscal year budget for the Town of Fountain Hills.
4. **ADJOURNMENT** of the Special Session.

**DATED** this 26<sup>th</sup> day of May 2006:

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Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting or to obtain agenda information in large print format. *Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's office.*

# ***TOWN OF FOUNTAIN HILLS PROCLAMATION***

***Whereas,*** the students of the Fountain Hills High School Class of 2006 worked very conscientiously to meet all of the requirements necessary to graduate,

***And Whereas,*** the graduation ceremony is scheduled to occur on May 26, 2006,

***And Whereas,*** the citizens of Fountain Hills wish to congratulate the Class of 2006 on this great accomplishment,

***Now, therefore,*** I, Wally Nichols, Mayor of the Town of Fountain Hills, hereby proclaim the pride of the Town of Fountain Hills and officially recognize the significant achievement of each member of the Fountain Hills High School Class of 2006.

***IN WITNESS WHEREOF,*** I have hereunto set my hand and caused to be affixed the official seal of the Town of Fountain Hills, Maricopa County, Arizona this 23rd day of May, 2006.



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*Wallace J. Nichols, Mayor*

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*Bevelyn J. Bender, Town Clerk*

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** 6/01/06

**Submitting Department:** Administration

**Contact Person:** Pickering

**Consent:** ☐

**Regular:** ☒

**Requesting Action:** ☐

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing        | <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Ordinance            |
| <input type="checkbox"/> Agreement             | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission      | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit  | <input type="checkbox"/> Special/Temp Use Permit          |   |
| <input type="checkbox"/> Other:                |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance              |

**Regular Agenda Wording:** **CONSIDERATION** of RESOLUTION 2006-29, repealing Resolution 2005-34 and establishing that the pay ranges for employees of the Town of Fountain Hills shall be adopted as part of the Town's annual budget.

**Staff Recommendation:** Approve

**Fiscal Impact:** Yes \$16,000

**Purpose of Item and Background Information:** The current Pay Plan was approved in June, 2005. The Town of Fountain Hills does not grant cost of living increases; therefore, it is important the Pay Plan be reviewed and updated on a regular basis to remain competitive in the market. This year staff is requesting that the Council change the procedure to allow adoption of the pay plan during the budget process rather than by separate resolution.

**List All Attachments as Follows:** Memo from Joan McIntosh (HR) and Resolution 2006-29

**Type(s) of Presentation:** None

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager



**TOWN OF FOUNTAIN HILLS  
OFFICE OF HUMAN RESOURCES  
INTER OFFICE MEMO**

<b>TO: Honorable Mayor Nichols and Council Members</b>	<b>DT: April 28, 2006</b>
<b>THROUGH: Tim Pickering, Town Manager</b>	
<b>FR: Joan McIntosh, Human Resources</b>	<b>RE: 2006-07 Pay Plan</b>

A draft of the 2006-07 Pay Plan is attached for your review.

Resources used to arrive at the proposed salary ranges were:

1. 2006 League of Arizona Cities and Towns Salary and Benefit Survey
2. 2006 Custom Salary Survey conducted by Public Sector Personnel Consultants for the City of Casa Grande (report includes survey data from 17 participating cities and private employers).
3. Municipality websites that include job descriptions and salary ranges.
4. JIMS (Job Information Management System) website.
5. Many phone calls to municipalities clarifying information to ensure accuracy of comparisons.

For the most part, positions within the Town of Fountain Hills are compared to towns and cities of similar population size. Hard to recruit positions such as building inspectors and engineers are also compared with the immediately surrounding larger cities such as Scottsdale, Phoenix, Mesa, Tempe and Gilbert, and adjusted accordingly. The average percentage of increase in salary ranges is 3.8%.

Once the salary ranges are determined for each position, the percentage from minimum to maximum of each salary range is computed with a 42% range spread. This is consistent with the last two years.

The following positions are reclassified to better reflect responsibilities:

Receptionist (Title changed to Customer Service Representative)  
Home Delivered Meals Administrator

The Senior Services positions did not exist in the 2005-06 Pay Plan, but were added positions in August, 2005.

There are twenty (20) employees that are currently below the proposed minimum for their positions and they will be adjusted up to the new minimum. The fiscal impact of doing so will be \$16,000.

There are no salary ranges that have been lowered for fiscal year 2006-07.

I will be happy to answer any questions you might have regarding this Pay Plan.

**Exempt Positions**

<b>Position Title</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Previous Range</b>
Assistant Town Manager	85,202	121,166	81,938 - 115,188
Public Works Director	74,153	105,453	68,713 - 97,712
Finance Director	72,987	103,795	67,461 - 95,936
Assistant Public Works Director	69,067	98,220	66,014 - 93,879
Town Engineer	65,301	92,865	65,050 - 92,508
Parks & Recreation/Community Center Director	65,301	92,865	60,606 - 86,188
Human Resources Administrator/Risk Manager	60,684	86,299	59,585 - 84,736
Planning & Zoning Administrator	60,684	86,299	55,457 - 78,865
Court Administrator	59,774	85,005	58,046 - 82,547
Town Clerk	54,876	78,039	52,797 - 75,083
Chief Building Official	54,611	77,662	49,469 - 70,350
Senior Planner	53,455	76,018	51,566 - 73,332
Economic Development Specialist	51,529	73,279	49,630 - 70,578
Street Superintendent	48,259	68,629	46,225 - 65,738
Information Technology Coordinator	48,259	68,629	44,388 - 63,124
Recreation Supervisor	46,635	66,320	45,934 - 65,323
Parks Supervisor	45,934	65,323	44,388 - 63,124
Community Center Supervisor	45,934	65,323	45,934 - 65,323
Planner	44,998	63,992	43,922 - 62,462
Executive Assistant to Town Manager/Council	41,815	59,465	40,576 - 57,703
Facilities Supervisor	39,253	55,822	39,166 - 55,697
Community Center Operations Supervisor	39,253	55,821	39,166 - 55,697
Accountant	38,379	54,579	36,587 - 52,030
Recreation Program Coordinator	34,766	49,441	34,766 - 49,441



## Non-Exempt Positions

Position Title	Minimum	Maximum	Previous Range
Civil Engineer	24.78	35.24	23.34 - 33.20
Senior Building Inspector	22.97	32.67	21.32 - 30.32
Plans Examiner	21.90	31.14	21.32 - 30.32
Senior Civil Engineer Inspector	21.90	31.14	21.32 - 30.32
Engineering Assistant/CAD Technician	20.39	29.00	19.80 - 28.15
Building Inspector	19.64	27.93	18.61 - 26.47
Senior Services Supervisor	18.87	26.84	
Civil Engineer Inspector	18.22	25.91	17.88 - 25.43
Code Enforcement Officer	17.19	24.45	16.68 - 23.72
Park Operations Lead	17.19	24.45	16.17 - 23.00
Open Space/Landscape Specialist	17.19	24.45	16.17 - 23.00
Fleet Mechanic	16.56	23.55	16.44 - 23.38
Planning Technician	15.83	22.51	15.51 - 22.06
Facilities Maintenance Technician	15.49	22.03	14.86 - 21.13
Executive Assistant	15.15	21.54	15.06 - 21.42
Planning Assistant	15.15	21.54	15.06 - 21.42
Home Delivered Meals Administrator	15.04	21.39	
Administrative Assistant	15.04	21.39	13.84 - 19.68
Senior Court Clerk	14.93	21.23	14.93 - 21.23
Building Permit Technician	14.52	20.65	13.57 - 19.30
Street Maintenance Technician	14.04	19.96	13.70 - 19.47
Court Clerk	13.75	19.55	13.50 - 19.20
Maintenance/Custodial Worker	12.51	17.79	12.12 - 17.24
Accounting Clerk	12.51	17.79	11.63 - 16.54
Groundskeeper	11.74	16.72	11.69 - 16.64
Customer Service Representative	11.74	16.70	10.23 - 14.55
Volunteer Coordinator	11.02	15.69	11.02 - 15.69
Custodian	10.10	14.36	9.76 - 13.88
Operations Support Worker	10.10	14.36	9.76 - 13.88
Home Delivered Meals Coordinator	9.08	12.91	
Recreation Assistant	9.08	12.91	8.78 - 12.48
Recreation Aide	8.00	11.38	7.78 - 11.06
Operations Support Assistant	8.00	11.38	7.78 - 11.06
Senior Aide	8.00	11.38	

**RESOLUTION NO. 2006-29**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, REPEALING RESOLUTION NO. 2005-34 AND ESTABLISHING THAT THE PAY RANGES FOR EMPLOYEES OF THE TOWN OF FOUNTAIN HILLS SHALL BE ADOPTED AS PART OF THE TOWN'S BUDGET.

**WHEREAS**, the Mayor and Council of the Town of Fountain (the "Town Council") adopted Resolution No. 2005-34 on June 2, 2005, setting pay ranges for the employees of the Town of Fountain Hills (the "Town"); and

**WHEREAS**, the Town Council desires to (i) repeal Resolution 2005-34 and (ii) amend and update job descriptions and pay ranges for the Town's employees as part of its annual budget approval, and that the rates of pay set forth in each year's annual budget approval shall supersede any previous salary ranges for said employees in various classes or positions.

**NOW, THEREFORE, BE IT RESOLVED BY MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA**, as follows:

SECTION 1. That Resolution No. 2005-34 is hereby repealed.

SECTION 2. That the job descriptions and pay ranges for the Town's employees shall be as set forth in the Town's annual budget.

SECTION 3. That the rates of pay set forth in each year's annual budget approval shall supersede any pervious salary ranges for said employees in various classes or positions.

SECTION 4. That the Town Manager is hereby authorized to place the salary of each employee at a rate of pay within the salary range for the position title to which said employee is assigned. The rates of pay so established for various employees shall be effective at the time of such employee's annual review.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, June 1, 2006.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
W. J. Nichols, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Timothy G. Pickering, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**Town of Fountain Hills  
Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** 6/01/06

**Submitting Department:** Admin

**Contact Person:** Julie Ghetti

**Consent:** ☐

**Regular:** ☒

**Requesting Action:** ☒

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

☐ Public Hearing

☒ Resolution

☐ Ordinance

☐ Agreement

☐ Emergency Clause

☐ Special Event

Permit

☐ Special Consideration

☐ Intergovernmental Agreement

☐ Acceptance

☐ Grant Submission

☐ Liquor/Bingo License Application

☐ Plat

☐ Special Event Permit

☐ Special/Temp Use Permit

☐ Other:

**Council Priority (Check Appropriate Areas):**

☐ Education

☐ Public Fitness

☐ Library Services

☐ Public Safety

☐ Community Activities

☐ Economic Development

☐ Public Works

☐ Human Service Needs

☐ Parks & Recreation

☐ Town Elections

☐ Community Development

☒ Finance

**Regular Agenda Wording:** PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2006-19, ADOPTING THE TENTATIVE BUDGET AS THE 2006-07 FISCAL YEAR BUDGET FOR THE TOWN OF FOUNTAIN HILLS.

**Staff Recommendation:** Approve

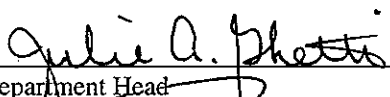
**Fiscal Impact:** Yes \$26,743,649

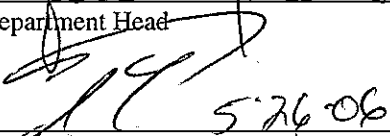
**Purpose of Item and Background Information:** The Fiscal Year 2006-07 budget is presented to the public and the Town Council for discussion including all estimated revenues and expenditures by fund, department and division. The Council may make changes to the proposed budget by adding and removing items but may not exceed the adopted tentative amount of \$26.7M. Attached please find a memo on the items that the Council asked staff to research.

**List All Attachments as Follows:**

**Type(s) of Presentation:** None

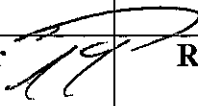
**Signatures of Submitting Staff:**

  
Department Head

  
Town Manager / Designee

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

**TOWN OF FOUNTAIN HILLS  
OFFICE OF THE TOWN MANAGER  
MEMORANDUM**

<b>TO: The Honorable Mayor Nichols and Town Council</b>	<b>DT: May 25, 2006</b>
<b>FR: Tim Pickering, Town Manager</b> 	<b>RE: Budget Update</b>

Below please find information on various items discussed as part of the budget process.

- **Request for donation from community benefit program.** At the last Council meeting, a motion was made to make the Extended Food Bank amount indefinite at this time, subject to a citizen advisory committee. The advisory committee process, or any other process the Council desires on how to distribute community benefit funds, will be an agenda item for discussion at the August workshop. There is \$50,000 in the community benefit fund. In the past, this money went to the theater.
- **Defibrillators.** A request was given to the Town on May 19 for \$21,000 to purchase eleven (11) defibrillators. As the Council will recall, the Public Safety Advisory Commission (PSAC) was asked by the Council to study and recommend if the Town should purchase defibrillators for use on Town property. Because they are still studying the liability involved with operations and other aspects of the program, I would recommend that we receive the report from the PSAC that was tasked with the responsibility before budgeting this item. As with the pickleball request, requests should be directed to the proper Commission before the Council takes action.
- **Shuttle service.** The Town current pays for two shuttles in Town. The first is eligible for low income, disabled and senior individuals. This shuttle is budgeted and will continue to operate as it currently does. The second shuttle, a free circulator, was not being budgeted.

The staff rode the neighborhood shuttle this week and found, on average, about three people ride the shuttle every day. With a cost of over \$40,000 and general fund monies having to be used this year, continuing service does not seem practical or a prudent use of taxpayer money. In the past, LTAF2 money was used to fund this shuttle. We anticipate receiving approximately enough LTAF to fund only the low income/senior shuttle but LTAF funding is still not secured.

The service does not seem to be valued by a majority of Fountain Hills citizens, as evidenced by the lack of ridership. When the staff recently met with Valley Metro and City of Phoenix transit officials, they surmised that our program must be doing something wrong. One suggestion was to eliminate the luxury service of the circulator shuttle until a true need arises and then remarketing the service i.e. either

we do transit right or not at all. Since our strategic plan did not rate transit as a high priority, it seems prudent to provide the senior shuttle. I have spoken with Mayo Clinic representatives who indicated they would advertise the final change in their employee newsletter and share their vanpool information with their Fountain Hills employees.

During our meeting with Valley Metro, we also learned that in July 2014 they would begin bus service every 20 minutes in Fountain due to the recent passage of prop 400. Currently an express bus picks up Fountain Hills residents in downtown Fountain Hills only in the morning and returns only at night.

- **Council Court sidewalk.** The estimated cost for a 6-foot wide sidewalk located on the west side of Council Court between Calaveras Avenue and La Pasada Drive (adjacent to Four Peaks Elementary) is \$17,300, based on our annual concrete contract. Public Works has posted "No Parking" signs on the west side of Council Court to allow for pedestrian movement. The sidewalk does not connect, however it has a north and south striped crosswalk on Calaveras that could be considered a connection. In 2003, we applied for a grant to install a sidewalk for this street and did not get it. We will be applying again this coming fiscal year since we hear that funding is improving on grants. I recommend that we wait and see if we obtain the grant application to get this area completed as well as others around Four Peaks School.
- **El Lago sidewalk at LaMontana (Town property).** This sidewalk is estimated at \$23,000. We do not have enough time to construct this sidewalk in the 2005-06 fiscal year inasmuch as our contractor is behind on existing projects. Thus, if the Council sees this as a priority we can ensure it is completed in 2006-07 with no budget changes.
- **Traffic signals.** The town utilizes the services of traffic engineers to determine the need for traffic signals. The 2006-07 proposed budget has \$30,000 to research timing sequence, wiring diagrams, etc. of Palisades Blvd. at Sunridge Drive, and Palisades Blvd. at Palomino Blvd. potential signals. Due to the timing of design and construction, it is not possible to do both construction and engineering in one fiscal year. Thus, this year we are only focusing on engineering of the two signal locations.
- **Saguaro and Avenue of the Fountains crosswalk improvements.** Presently we are constructing a traffic signal just south of Avenue of the Fountains at El Lago and Saguaro. Staff believes that this signal will provide awareness to drivers that they are approaching our downtown area. We also recognize that more traffic calming devices need to be established at many crosswalks to increase the awareness of pedestrians. We would ask for the Council's indulgence as the staff needs time to help make the best decision regarding this intersection. Considerations such as overhead flashing lights and in-ground lighting devices are some of the items being discussed by staff at this intersection. The flashing overhead lights could cost anywhere from \$150,000 to \$250,000. Public works does not have estimates on the

in-ground devices because we are getting negative feedback from some communities and we want a good cross-section on the evaluations. In the meantime, we are ordering new pedestrian crossing signs that will explain to drivers that it is a State law to yield to pedestrians within a crosswalk. The new signage will have reflectivity, but not illumination. They are being installed to increase driver awareness that it is the law to stop for pedestrians.

In addition, the public works team is considering relocating some existing flashing units. These devices could be reestablished at the crosswalk on Saguaro by pouring new concrete bases. We have funds in the upcoming budget to rebuild the internal workings of these devices, since they have not been functioning properly for some time now. Finally, the Council asked staff to complete a Town-wide pedestrian safety, bike safety and connectivity plan before embarking on intersection improvements. We have barely scratched the surface on this task, which will take approximately \$15,000 of staff time.

- **Downhill stairs to allow more Fountain Park access.** Our Parks team spoke to a group, our consultants for the design of Fountain Park. Because there are a number of ADA compliant accesses located throughout the park, the consultants indicated they did not feel one was required on the hill off of Saguaro. However to accomplish the approximate 20-foot drop, there would need to be a run-out of steps approximately 100 feet into the park. With the cost of concrete and steel for the flatwork and handrails escalating, the group estimates the cost at approximately \$205,000. Further, they estimate that to connect the stairs eventually to the other walks in the park would cost approximately an additional \$50,000. We suggest completing the master planned projects for Fountain Park first and continue access as it currently stands until demand increases and the steps can be added to connect sidewalks. Additionally, many of the large gatherings that occur in the park are currently utilizing the amphitheater access location.
- **Fountain Park islands.** Our landscape contractor for the park, Mariposa Landscaping, provided us a quote of \$2,533 for low water landscaping the islands. The three islands total 12,300 sq. ft., which would require 85 tons of 3/4 inch decomposed granite rock to a depth of two inches. The \$2,533 breaks down to \$1,445 for materials and the remaining \$1,088 for labor. This will be done within the existing proposed budget.

Should you have any additional questions, please do not hesitate to contact me.



**RESOLUTION NO. 2006-19**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE  
TOWN OF FOUNTAIN HILLS, ADOPTING THE TENTATIVE BUDGET AS  
THE 2006-2007 FISCAL YEAR BUDGET FOR THE TOWN OF FOUNTAIN  
HILLS.

**WHEREAS**, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the Town Council did, on May 18, 2006, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Fountain Hills, Arizona; and

**WHEREAS**, in accordance with said chapter of said title, and following due public notice, the Council met on May 18, 2006, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

**WHEREAS**, publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 1, 2006, at the Fountain Hills Town Council Chambers for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

**WHEREAS**, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in ARIZ. REV. STAT. § 42-17051(A).

**NOW, THEREFORE, BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA as follows:

SECTION 1. That the statements and schedules attached hereto as Exhibit A and incorporated herein by reference, are hereby adopted as the budget of the Town of Fountain Hills, Arizona, for the fiscal year July 1, 2006 through June 30, 2007.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, June 1, 2006.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTEST:**

\_\_\_\_\_  
W. J. Nichols, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Timothy G. Pickering, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 2006-19

The taxpayers of the Cottonwoods Maintenance District are hereby notified that the Chairman and Board members will hold a public meeting on June 1, 2006 at 6:00 p.m. at District offices located at 16705 E. Avenue of the Fountains, Fountain Hills, Arizona, when and where any taxpayers of the District will be heard in favor of, or against any of the proposed expenditures for the Cottonwoods Maintenance District, after which the foregoing estimates as modified or as now existing, will be adopted by the board as the basis for the 2006/2007 budget. Copies of the tentative 2006/2007 district budget may be viewed prior to the June 1, 2006 meeting at the District Clerk's office at the District Office, Public Library and the Town of Fountain Hills website.

**COTTONWOODS MAINTENANCE DISTRICT  
TENTATIVE BUDGET  
FISCAL YEAR 2006-2007  
APPROVED MAY 18, 2006**

<u>Revenues</u>	<u>For the Year Ended 30-Jun-07</u>
Tax Levy at \$57.15 per Property Owner Assessed Valuation	\$3,315
<b>TOTAL</b>	<b><u><u>\$3,315</u></u></b>
<u>Expenses</u>	
Annual Maintenance Costs	<u><u>\$3,315</u></u>
<b>TOTAL</b>	<b><u><u>\$3,315</u></u></b>

Published Fountain Hills Times - May 24 and May 31

The taxpayers of the Eagle Mountain Community Facilities District are hereby notified that the Chairman and Board members will hold a public meeting on June 1, 2006 at 6:00 p.m. at District offices located at 16705 E. Avenue of the Fountains, Fountain Hills, Arizona, when and where any taxpayers of the District will be heard in favor of, or against any of the proposed expenditures for the Eagle Mountain Community Facilities District, after which the foregoing estimates as modified or as now existing, will be adopted by the board as the basis for the 2006/2007 budget. Copies of the tentative 2006/2007 district budget may be viewed prior to the June 1, 2006 meeting at the District Clerk's office at the District Office, Public Library and the Town of Fountain Hills website.

**EAGLE MOUNTAIN COMMUNITY FACILITIES DISTRICT  
TENTATIVE BUDGET  
FISCAL YEAR 2006-2007  
APPROVED MAY 18, 2006**

<u>Revenues</u>	<u>For the Year Ended 30-Jun-07</u>
Tax Levy at \$0.7730 per \$100 Secondary Assessed Valuation	\$195,250
Interest earnings	\$18,500
Carryover from prior years	<u>\$150,000</u>
<b>TOTAL</b>	<b><u><u>\$363,750</u></u></b>
<u>Expenses</u>	
Annual Debt Service Payment on Refunded Bonds	\$330,500
Administrative Costs	\$6,600
Trustee Fees	<u>\$1,000</u>
<b>TOTAL</b>	<b><u><u>\$338,100</u></u></b>

TOWN OF FOUNTAIN HILLS  
TENTATIVE BUDGET  
APPROVED MAY 18, 2005

The taxpayers of the Town of Fountain Hills are hereby notified that the Mayor and Town Council will hold a public meeting on June 1, 2006 at 6:30 p.m. at Town Council chambers located at 16705 E. Avenue of the Fountains., Fountain Hills, Arizona, when and where any taxpayers of the Town of Fountain Hills will be heard in favor of, or against any of the proposed expenditures for the Town of Fountain Hills, after which the foregoing estimates as modified or as now existing, will be adopted by the council as the basis for the 2006/2007 budget. Copies of the tentative 2006/2007 town budget may be viewed prior to the June 1, 2006 public meeting at the Town Clerk's office at Town Hall, the Public Library and the Town website.

Attest: Bevelyn J. Bender, Town Clerk

TOWN OF FOUNTAIN HILLS, ARIZONA  
Summary Schedule of Estimated Revenues and Expenditures/Expenses  
Fiscal Year 2006-07

FUND (1)	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2005-06*	ACTUAL EXPENDITURES/ EXPENSES 2005-06**	UNRESERVED FUND BALANCE/ UNRESTRICTED NET ASSETS July 1, 2006**	DIRECT PROPERTY TAX REVENUES 2006-07	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2006-07	OTHER FINANCING		INTERFUND TRANSFERS		TOTAL FINANCIAL RESOURCES AVAILABLE 2006-07	BUDGETED EXPENDITURES/ EXPENSES 2006-07
						2006-07 SOURCES	<USES>	2006-07 IN	<OUT>		
1. General Fund	\$ 14,507,992	\$ 13,473,962	\$ 6,511,595	Primary:	\$ 16,948,360			\$	\$ (907,000)	\$ 22,552,955	\$ 16,041,360
2. Special Revenue Funds	6,003,311	4,463,552	2,494,531	Secondary:	4,687,342				(1,203,050)	5,978,823	5,323,317
3. Debt Service Funds Available	2,239,950	2,285,303	643,507	1,370,000	8,550			1,590,050		3,612,107	2,235,350
4. Less: Designation for Future Debt Retirement											
5. Total Debt Service Funds	2,239,950	2,285,303	643,507	1,370,000	8,550			1,590,050		3,612,107	2,235,350
6. Capital Projects Funds	2,587,535	1,647,035	5,822,229		2,680,360			520,000		9,022,589	2,228,622
7. Permanent Funds											
8. Enterprise Funds Available											
9. Less: Designation for Future Debt Retirement											
10. Total Enterprise Funds											
<b>TOTAL ALL FUNDS</b>	<b>\$ 25,338,788</b>	<b>\$ 21,869,852</b>	<b>\$ 15,471,862</b>	<b>\$ 1,370,000</b>	<b>\$ 24,324,612</b>	<b>\$</b>	<b>\$</b>	<b>\$ 2,110,050</b>	<b>\$ (2,110,050)</b>	<b>\$ 41,166,474</b>	<b>\$ 25,828,649</b>

**EXPENDITURE LIMITATION COMPARISON**

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditure limitation

	2005-06	2006-07
1. Budgeted expenditures/expenses	\$ 25,338,788	\$ 25,828,649
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	25,338,788	25,828,649
4. Less: estimated exclusions	5,742,779	7,634,271
5. Amount subject to the expenditure limitation	\$ 19,596,009	\$ 18,194,378
6. EEC or voter-approved alternative expenditure limitation	\$ 21,428,175	\$ 22,824,284

\* Includes Expenditure/Expense Adjustments Approved in 2005-06 from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary of Tax Levy and Tax Rate Information**  
**Fiscal Year 2006-07**

	<u>2005-06</u> <u>FISCAL YEAR</u>	<u>2006-07</u> <u>FISCAL YEAR</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A).	\$ <u>0</u>	\$ <u>0</u>
2. Amount received from primary property taxation in the 2003-04 fiscal year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18).	\$ <u>0</u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>0</u>	\$ <u>0</u>
B. Secondary property taxes	<u>1,316,860</u>	<u>1,370,000</u>
C. Total property tax levy amounts	\$ <u>1,316,860</u>	\$ <u>1,370,000</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) 2005-06 levy	\$ <u>0</u>	
(2) Prior years' levy		
(3) Total primary property taxes	\$ <u>0</u>	
B. Secondary property taxes		
(1) 2005-06 levy	\$ <u>1,316,860</u>	
(2) Prior years' levy		
(3) Total secondary property taxes	\$ <u>1,316,860</u>	
C. Total property taxes collected	\$ <u>1,316,860</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.0000</u>	<u>0.0000</u>
(2) Secondary property tax rate	<u>0.3510</u>	<u>0.3012</u>
(3) Total city/town tax rate	<u>0.3510</u>	<u>0.3012</u>
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the town was operating two (2) special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the town.

\*Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.

**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2006-07**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2005-06</b>	<b>ACTUAL REVENUES 2005-06*</b>	<b>ESTIMATED REVENUES 2006-07</b>
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
Local Sales Tax	\$ 7,932,000	\$ 8,213,278	\$ 7,795,734
Franchise Tax	160,000	275,000	275,000
<b>Licenses and permits</b>			
Animal License Fees	32,675	40,000	43,564
Business License Fees	111,040	111,040	115,830
Building Permit Fees	1,564,000	1,781,320	1,651,080
Rezoning/Variance Fees	21,450	21,450	21,450
Improvement Plan Review Fee	21,000	21,000	21,000
<b>Intergovernmental</b>			
State Sales Tax	1,914,315	1,982,147	2,244,476
State Income Tax	2,126,144	2,126,144	2,557,255
Vehicle License Tax	842,300	882,895	945,123
Fire Insurance Premium Tax	92,400	92,400	92,400
<b>Charges for services</b>			
Parks & Rec User Fees	193,000	160,800	170,123
Senior Services	104,050	66,000	157,150
Encroachment Permit Fee	25,000	50,000	35,000
Subdivision Fees	21,400	25,000	21,000
<b>Fines and forfeits</b>			
Court Fines	236,240	185,000	188,700
JCEF/CCEF Revenue	0	0	0
<b>Interest on investments</b>			
Interest on Investments	130,000	230,000	250,000
<b>In-lieu property taxes</b>			
<b>Community Center</b>			
Rental Fees	161,527	182,614	187,000
Bar Sales/Commission	52,148	24,000	36,000
<b>Miscellaneous</b>			
Leases	65,475	65,475	65,475
Miscellaneous	50,000	150,000	75,000
<b>Total General Fund</b>	<b>\$ 15,856,163</b>	<b>\$ 16,685,577</b>	<b>\$ 16,948,360</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2006-07**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2005-06</b>	<b>ACTUAL REVENUES 2005-06*</b>	<b>ESTIMATED REVENUES 2006-07</b>
<b>SPECIAL REVENUE FUNDS</b>			
<b>Highway User Revenue Fund</b>			
Highway Users	1,598,850	1,522,897	1,614,855
In Lieu Payments	4,500	6,500	7,000
Interest	8,000	14,000	8,000
Miscellaneous	1,000	2,500	1,000
<b>Total Highway User Revenue Fund</b>	<b>\$ 1,612,350</b>	<b>\$ 1,545,897</b>	<b>\$ 1,630,855</b>
<b>Local Transportation Assistance Fund</b>			
Local Transportation (LTAF)	\$ 113,700	111,688	110,785
<b>Total Local Transportation Assistance Fund</b>	<b>\$ 113,700</b>	<b>\$ 111,688</b>	<b>\$ 110,785</b>
<b>Special Revenue</b>			
Excise Tax - Mountain Bonds	745,089	751,662	713,700
Excise Tax - Civic Center MPC	360,545	373,331	354,350
Excise Tax - Downtown Development	360,545	1,173,331	354,352
Court Special Revenue Funds	23,300	23,300	23,300
<b>Total Special Revenue</b>	<b>\$ 1,489,479</b>	<b>\$ 2,321,624</b>	<b>\$ 1,445,702</b>
<b>Grants</b>			
FEMA - Fire Department	\$50,000	\$0	\$0
ADOT	\$175,000	\$175,000	\$0
Proposition 202	\$0	\$147,928	\$0
LTAF II	\$68,125	\$20,420	\$0
Miscellaneous Grants	\$1,437,000	\$0	\$1,500,000
<b>Total Grants</b>	<b>\$ 1,730,125</b>	<b>\$ 343,348</b>	<b>\$ 1,500,000</b>
<b>Total Special Revenue Funds</b>	<b>\$ 4,945,654</b>	<b>\$ 4,322,557</b>	<b>\$ 4,687,342</b>
<b>DEBT SERVICE FUNDS</b>			
<b>General Obligation Bonds</b>			
Interest	\$1,400	\$1,400	\$1,400
	\$ 1,400	\$ 1,400	\$ 1,400
<b>Special Districts</b>			
Cottonwoods Maintenance District	3,300	3,200	3,300
Cottonwoods Improvement District	3,850	1,500	3,850
	\$ 7,150	\$ 4,700	\$ 7,150
	\$ 0	\$ 0	\$ 0
<b>Total Debt Service Funds</b>	<b>\$ 8,550</b>	<b>\$ 6,100</b>	<b>\$ 8,550</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.



**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary by Fund Type of Revenues Other Than Property Taxes**  
**Fiscal Year 2006-07**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2005-06</b>	<b>ACTUAL REVENUES 2005-06*</b>	<b>ESTIMATED REVENUES 2006-07</b>
<b>CAPITAL PROJECTS FUNDS</b>			
Law Enforcement Development Fees	\$ 12,082	\$ 13,432	\$ 117,346
Street Department Development Fees	260,740	274,740	795,610
Parks & Recreation Development Fees	425,880	448,880	781,702
Open Space Development Fees	482,608	498,008	153,460
General Government Development Fees	175,566	183,716	247,050
Fire Development Fees	0	3,900	26,089
Library Development Fees	0	4,500	30,878
<b>Total Development Fees</b>	<b>\$ 1,356,876</b>	<b>\$ 1,427,176</b>	<b>\$ 2,152,135</b>
Interest Earnings	25,000	30,000	0
Local Sls Tax - CIP	528,225	528,225	528,225
	0	0	0
	0	0	0
	<b>\$ 553,225</b>	<b>\$ 558,225</b>	<b>\$ 528,225</b>
<b>Total Capital Projects Funds</b>	<b>\$ 1,910,101</b>	<b>\$ 1,985,401</b>	<b>\$ 2,680,360</b>
<b>PERMANENT FUNDS</b>			
	\$ 0	\$ 0	\$ 0
<b>Total Permanent Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>ENTERPRISE FUNDS</b>			
	\$ 0	\$ 0	\$ 0
<b>Total Enterprise Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 22,720,468</b>	<b>\$ 22,999,635</b>	<b>\$ 24,324,612</b>

\*Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2006-07**

FUND	OTHER FINANCING 2006-07		INTERFUND TRANSFERS 2006-07	
	SOURCES	<USES>	IN	<OUT>
<b>GENERAL FUND</b>				
Transfer from General Fund	\$	\$	\$	\$ (907,000)
<b>Total General Fund</b>	\$	\$	\$	\$ (907,000)
<b>SPECIAL REVENUE FUNDS</b>				
	\$	\$	\$	\$
Transfer to HURF Debt Service				(135,000)
Excise Taxes				(1,068,050)
<b>Total Special Revenue Funds</b>	\$	\$	\$	\$ (1,203,050)
<b>DEBT SERVICE FUNDS</b>				
	\$	\$	\$	\$
Transfer From HURF			135,000	
MPC			1,455,050	
<b>Total Debt Service Funds</b>	\$	\$	\$ 1,590,050	\$
<b>CAPITAL PROJECTS FUNDS</b>				
	\$	\$	\$	\$
Civic Center Phase II				
Development Fees			520,000	
Capital Projects Fund				
<b>Total Capital Projects Funds</b>	\$	\$	\$ 520,000	\$
<b>PERMANENT FUNDS</b>				
	\$	\$	\$	\$
<b>Total Permanent Funds</b>	\$	\$	\$	\$
<b>ENTERPRISE FUNDS</b>				
	\$	\$	\$	\$
<b>Total Enterprise Funds</b>	\$	\$	\$	\$
<b>TOTAL ALL FUNDS</b>	\$	\$	\$ 2,110,050	\$ (2,110,050)

**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Summary by Department of Expenditures/Expenses Within Each Fund Type**  
**Fiscal Year 2006-07**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2005-06	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2005-06	ACTUAL EXPENDITURES/ EXPENSES 2005-06*	BUDGETED EXPENDITURES/ EXPENSES 2006-07
<b>GENERAL FUND</b>				
Community Center	\$ 484,824	\$	\$ 452,420	\$ 528,110
Municipal Court	362,275		344,735	363,655
Town Council	110,663		90,408	117,161
Administration	1,209,308		1,266,981	1,093,950
Information Technology	361,455		348,447	434,133
Planning & Zoning	742,240		730,888	818,824
Building Safety	652,845		618,178	695,992
Public Works & Facilities	1,361,804		1,100,529	2,294,049
Recreation & Parks	1,669,674		1,573,269	2,830,506
Senior Services	174,400		169,705	203,871
Law Enforcement	1,903,894		1,905,044	2,313,900
Fire Department	2,698,593		2,701,682	2,846,477
Operational/Community Support	2,701,017		2,171,676	1,425,732
Contingency	75,000		0	75,000
<b>Total General Fund</b>	<b>\$ 14,507,992</b>	<b>\$ 0</b>	<b>\$ 13,473,962</b>	<b>\$ 16,041,360</b>
<b>SPECIAL REVENUE FUNDS</b>				
Highway Users	\$ 2,387,403		1,474,336	2,779,815
FEMA - Fire Department	50,000		0	0
ADOT	175,000		175,000	0
Community Center FF&E	40,000		40,000	40,000
Court Special Revenue (CCEF)	30,000		15,000	15,000
Proposition 202	0		147,928	0
LTAF II	68,125		53,006	0
Miscellaneous Grants	1,437,000		0	1,500,000
Excise Tax Special Revenue				
Mountain Bonds	645,102		617,532	563,000
Civic Center Phase II MPC	270,000		255,480	285,000
Downtown Development	900,681		1,685,270	140,502
<b>Total Special Revenue Funds</b>	<b>\$ 6,003,311</b>	<b>\$ 0</b>	<b>\$ 4,463,552</b>	<b>\$ 5,323,317</b>
<b>DEBT SERVICE FUNDS</b>				
General Obligation Bonds	\$	\$	\$	\$
Bond Payment - GO	360,000		275,000	0
Bond Payment - Lakeside	125,000		97,375	0
Bond Payment - Library/Museum	399,000		304,750	0
Bond Payment - Mtn Preserve GO	499,000		330,000	0
Refunded GO Bonds	0		515,000	1,371,400
Special Districts/MPC Debt Service:				
Bond Payment - HURF	110,500		110,500	135,000
Cottonwoods Improvement District	3,850		3,850	3,850
MPC - Community Center	387,000		327,228	387,000
Eagle Mountain CFD	355,600		321,600	338,100
<b>Total Debt Service Funds</b>	<b>\$ 2,239,950</b>	<b>\$ 0</b>	<b>\$ 2,285,303</b>	<b>\$ 2,235,350</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Law Enforcement Development Fees	\$ 16,848	\$	\$ 16,848	\$ 0
Street Department Development Fees	295,000		200,000	0
Parks & Recreation Development Fees	603,700		175,000	1,428,622
Open Space Development Fees	129,800		54,000	0
General Government Development Fees	244,687		244,687	0
Fire Development Fees	0		0	0
Library Development Fees	0		0	0
Civic Center Phase II	956,500		956,500	0
Park Improvements	206,000		0	0
Streets	135,000		0	0
Downtown	0		0	800,000
<b>Total Capital Projects Funds</b>	<b>\$ 2,587,535</b>	<b>\$ 0</b>	<b>\$ 1,647,035</b>	<b>\$ 2,228,622</b>
<b>PERMANENT FUNDS</b>				
<b>Total Permanent Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>ENTERPRISE FUNDS</b>				
<b>Total Enterprise Funds</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 25,338,788</b>	<b>\$ 0</b>	<b>\$ 21,869,852</b>	<b>\$ 25,828,649 **</b>

\*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated expenditures/expenses for the remainder of the fiscal year.

\*\*Excludes GF transfer of \$907,000  
5/03

SCHEDULE E



**NOTICE OF  
REGULAR SESSION OF THE  
FOUNTAIN HILLS TOWN COUNCIL**

*Mayor Wally Nichols*

*Councilmember Mike Archambault  
Councilmember Ginny Dickey  
Vice Mayor Ed Kehe*

*Councilmember Henry Leger  
Councilmember Keith McMahan  
Councilmember Jay Schlum*

**TIME:** REGULAR SESSION to immediately follow the SPECIAL SESSION

**WHEN:** THURSDAY, JUNE 1, 2006

**WHERE:** FOUNTAIN HILLS COUNCIL CHAMBERS

**16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

**PROCEDURE FOR ADDRESSING THE COUNCIL**

Anyone wishing to speak before the Council must fill out a speaker's card and submit it to the Town Clerk prior to Council discussion of that Agenda item. Speaker Cards are located in the Council Chamber Lobby and near the Clerk's position on the dais.

Speakers will be called in the order in which the speaker cards were received either by the Clerk or the Mayor. At that time, speakers should stand and approach the podium. Speakers are asked to state their name prior to commenting and to direct their comments to the Presiding Officer and not to individual Councilmembers. Speakers' statements should not be repetitive. *If a speaker chooses not to speak when called, the speaker will be deemed to have waived his or her opportunity to speak on the matter. Speakers may not (i) reserve a portion of their time for a later time or (ii) transfer any portion of their time to another speaker.*

**If there is a Public Hearing, please submit the speaker card to speak to that issue during the Public Hearing.**

Individual speakers will be allowed **three** contiguous minutes to address the Council. Time limits may be waived by (i) *discretion of the Town Manager upon request by the speaker not less than 24 hours prior to a Meeting*, (ii) *consensus of the Council at Meeting* or (iii) *the Mayor either prior to or during a Meeting*. Please be respectful when making your comments. If you do not comply with these rules, you will be asked to leave.

- **CALL THE REGULAR SESSION TO ORDER** – Mayor Nichols
- **ROLL CALL** – Mayor Nichols

### **CALL TO THE PUBLIC**

Pursuant to A.R.S. §38-431-01(G), public comment is permitted (not required) on matters not listed on the agenda. Any such comment (i) must be within the jurisdiction of the Council and (ii) is subject to reasonable time, place, and manner restrictions. The Council will not discuss or take legal action on matters raised during “Call to the Public” unless the matters are properly noticed for discussion and legal action. At the conclusion of the call to the public, individual Councilmembers may (i) respond to criticism, (ii) ask staff to review a matter or (iii) ask that the matter be placed on a future Council agenda.

### **\*CONSENT AGENDA -**

- \*1. CONSIDERATION** of approving the TOWN COUNCIL MEETING MINUTES from May 9 and May 18, 2006
- \*2. CONSIDERATION** of CANCELLING the Thursday, July 6 and Thursday, July 20, Council meetings.
- \*3. CONSIDERATION** of ratifying the Town Manager’s contract.
- \*4. CONSIDERATION** of RESOLUTION 2006-33, amending the Maricopa County Sheriff’s CONTRACT to add two deputies.
- \*5. CONSIDERATION** of entering into an AGREEMENT with Southwest Slurry for street maintenance.

### **ACTION AGENDA**

- 6.) PUBLIC HEARING** of a SPECIAL USE PERMIT to allow "Pita House" restaurant to sell alcoholic beverages during meals within the C-1 Zoning District, located at 14835 E. Shea Boulevard, aka Fry's Plaza. Case Number SU2006-05.
- 7.) CONSIDERATION** of a SPECIAL USE PERMIT to allow "Pita House" restaurant to sell alcoholic beverages during meals within the C-1 Zoning District, located at 14835 E. Shea Boulevard, aka Fry's Plaza. Case Number SU2006-05.
- 8.) CONSIDERATION** of a LIQUOR LICENSE APPLICATION for Elvis Kelechian (Pita House) located at 14835 E. Shea Boulevard, aka Fry’s Plaza. This request is for a series 12 restaurant license.
- 9.) PUBLIC HEARING** on ORDINANCE 06-10, for a Zoning Ordinance text amendment to revise Section 5.16 pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. Case #Z2006-01.
- 10.) CONSIDERATION** of ORDINANCE 06-10, for a Zoning Ordinance text amendment to revise Section 5.16 pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. Case #Z2006-01.

- 11.) **DISCUSSION WITH POSSIBLE DIRECTION** to staff regarding an amendment to the Town Ordinance, which would regulate the salvaging of saguaro cactus in the path of development on private property.
- 12.) **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.
- Items listed below are related only to the propriety of (i) placing such items on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council: A. *NONE*
- 13.) **SUMMARY OF COUNCIL REQUESTS** by Town Manager.
- 14.) **ADJOURNMENT.**

**DATED** this 26<sup>th</sup> day of May 2006:

---

Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting or to obtain agenda information in large print format. *Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's office.*

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** June 1, 2006

**Submitting Department:** Administration

**Contact Person:** Bender

**Consent:** ☒

**Regular:** ☐

**Requesting Action:** ☒

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing                          | <input type="checkbox"/> Resolution                       | <input type="checkbox"/> Ordinance            |
| <input type="checkbox"/> Agreement                               | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration                   | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission                        | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit                    | <input type="checkbox"/> Special/Temp Use Permit          |   |
| <input checked="" type="checkbox"/> Other: Draft Meeting Minutes |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input type="checkbox"/> Community Development |   |

**Regular Agenda Wording:** CONSIDERATION of approving the TOWN COUNCIL MEETING MINUTES from May 9 and 18, 2006.

**Staff Recommendation:** Approve

**Fiscal Impact:** No \$ \_\_\_\_\_

**Purpose of Item and Background Information:** Approve the council meeting minutes for archival purposes.

**List All Attachments as Follows:**

**Type(s) of Presentation:** None

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager / Designee

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** June 1, 2006

**Submitting Department:** Administration

**Contact Person:** Tim Pickering

**Consent:** ☒

**Regular:** ☐

**Requesting Action:** ☒

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing                                      | <input type="checkbox"/> Resolution                       | <input type="checkbox"/> Ordinance            |
| <input type="checkbox"/> Agreement   | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration                               | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission                                    | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit                                | <input type="checkbox"/> Special/Temp Use Permit          |   |
| <input checked="" type="checkbox"/> Other: Cancel July Town Council Meetings |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input type="checkbox"/> Community Development |   |

**Regular Agenda Wording:** CONSIDERATION of CANCELLING the July 6 and July 20, 2006 Council meetings.

**Staff Recommendation:** Approve

**Fiscal Impact:** No \$ \_\_\_\_\_

**Purpose of Item and Background Information:** Council will not have a full quorum on either of the above dates and it is therefore necessary to cancel the Council meetings.

**List All Attachments as Follows:** None

**Type(s) of Presentation:** None

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager / Designee



**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular

**Meeting Date:** 6/1/05

**Submitting Department:** Administration

**Contact Person:** Tim Pickering

**Consent:** ☒

**Regular:** ☐

**Requesting Action:** ☐

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing        | <input type="checkbox"/> Resolution                       | <input type="checkbox"/> Ordinance            |
| <input checked="" type="checkbox"/> Agreement  | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission      | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit  | <input type="checkbox"/> Special/Temp Use Permit          |   |
| <input type="checkbox"/> Other:                |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance              |

**Regular Agenda Wording:** **CONSIDERATION** of ratifying the Town Manager's contract.

**Staff Recommendation:** Approve

**Fiscal Impact:** No \$ \_\_\_\_\_

**Purpose of Item and Background Information:** The current Town Manager's contract requires that it be renewed every 1<sup>st</sup> meeting of June in even numbered years. The Council is being requested to renew the contract. No changes have been made or requested.

**List All Attachments as Follows:**

**Type(s) of Presentation:** Verbal

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** 6/1/06

**Submitting Department:** MCSO

**Contact Person:** D'Amico

**Consent:** ☒

**Regular:** ☐

**Requesting Action:** ☐

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing        | <input checked="" type="checkbox"/> Resolution            | <input type="checkbox"/> Ordinance        |
| <input type="checkbox"/> Agreement             | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Sp. Event Permit |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance       |
| <input type="checkbox"/> Grant Submission      | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat             |
| <input type="checkbox"/> Special Event Permit  | <input type="checkbox"/> Special/Temp Use Permit          |   |
| <input type="checkbox"/> Other:                |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education                | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services   |
| <input checked="" type="checkbox"/> Public Safety | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Econ. Development  |
| <input type="checkbox"/> Public Works             | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Town Elections           | <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance            |

**Regular Agenda Wording:** CONSIDERATION of RESOLUTION 2006-33, amending the Maricopa County Sheriff's contract.

**Staff Recommendation:** Approve      **Fiscal Impact:** No    \$ \_\_\_\_\_

**Purpose of Item and Background Information:** To amend the Agreement to increase the level of service provision to 3.8 beats effective July 1, 2006 or as soon as the two new deputy positions can be made available; and to allow for the one-time purchase of related patrol equipment, including one fully equipped patrol vehicle (SUV).

**List All Attachments as Follows:** Copy of Contract Amendment.

**Type(s) of Presentation:** None

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager/Designee

**RESOLUTION NO. 2006-33**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEARS 2004-07.

**WHEREAS**, the Town of Fountain Hills (the "Town") and Maricopa County (the "County") entered into an Agreement for Law Enforcement Services (the "Agreement"), executed June 2, 2004 and recorded June 14, 2004 at No. 2004-0670709, Records of Maricopa County, Arizona; and

**WHEREAS**, the Town and the County desire to amend the Agreement to increase the level of service provision to 3.8 beats effective July 1, 2006, or as soon thereafter as (i) the two new deputy positions can be made available and (ii) the related patrol equipment, including one fully equipped patrol vehicle, can be acquired.

**NOW, THEREFORE, BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. That the Amendment to the Intergovernmental Agreement between the Town of Fountain Hills and Maricopa County for law enforcement services for fiscal years 2004-07 is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution and recordation of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, June 1, 2006.

**FOR THE TOWN OF FOUNTAIN HILLS:      ATTEST:**

\_\_\_\_\_  
W. J. Nichols, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Timothy G. Pickering, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

**EXHIBIT A  
TO  
RESOLUTION 2006-33**

[Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT TO THE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
TOWN FOUNTAIN HILLS  
AND  
MARICOPA COUNTY**

June 7, 2006

C-50-05-002-02-01

**AMENDMENT TO AGREEMENT BETWEEN  
THE TOWN OF FOUNTAIN HILLS AND  
MARICOPA COUNTY**

This Amendment to the Agreement between the Town of Fountain Hills and Maricopa County shall be effective upon approval of the Council of the Town of Fountain Hills, the Maricopa County Board of Supervisors, and filing with the Maricopa County Recorder.

**RECITALS**

- A. The Town of Fountain Hills (the "Town") and Maricopa County (the "County") entered into an Agreement for Law Enforcement Services (the "initial" Agreement"), executed June 2, 2004 and recorded June 14, 2004 at No. 2004-0670709, Records of Maricopa County, Arizona.
- B. The Town and the County desire to amend the Agreement to increase the level of service provision to 3.8 beats effective July 1, 2006 or as soon thereafter as the two new deputy positions can be made available; and to allow for the one-time purchase of related patrol equipment, including one fully equipped patrol vehicle (SUV).

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth below, the Town and the County hereby agree as follows:

The Sheriff's Office shall increase its level of service to the Town of Fountain Hills to 3.8 beats, per Exhibit A., attached, beginning July 1, 2006 or as soon as two new deputy positions are available for assignment.

The Town shall pay the amount for increased service per Exhibit A., attached, in monthly installments, according to Section 18. (b) of the "initial" Agreement. This increase shall be effective July 1, 2006 or, as soon thereafter when two additional deputies are assigned for duty to this post.

The Town shall reimburse the Sheriff's Office in a lump sum for one-time purchases to include one fully equipped patrol SUV, and patrol deputy equipment costs per the estimate provided in Exhibit B, attached.

IN WITNESS WHEREOF, the parties enter into this Agreement:

MARICOPA COUNTY BOARD OF SUPERVISORS

TOWN OF FOUNTAIN HILLS

BY: \_\_\_\_\_  
Don Stapley  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Town Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MARICOPA COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_  
Joseph M. Arpaio, Sheriff

DATE: \_\_\_\_\_

In accordance with A.R.S. §11.952 this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

ANDREW P. THOMAS, Maricopa County Attorney

Town of Fountain Hills

BY: \_\_\_\_\_  
*Deputy County Attorney*

BY: \_\_\_\_\_  
*Town Attorney*

Exhibit A.

**Fountain Hills**  
**Maricopa County Sheriff's Office**  
**Law Enforcement Contract Proposal Worksheet**  
FY 2006/2007

**Total Number of Patrol Beats to be Provided**

**3.80**

**Personnel Services**

Classifications	Number of Personnel	Average Hourly Rate	Average w/ var. Fringe Costs	Annual Hours	Total Fixed Fringe Costs	Annualized Costs
Patrol Deputies	19.00	\$21.35	\$26.95	2080	\$133,247.00	\$1,198,311
Detectives	3.03	\$21.35	\$26.95	2080	\$21,249.39	\$191,099
Sergeants	2.22	\$31.10	\$39.26	2080	\$15,568.86	\$196,856
Lieutenants	1.11	\$46.02	\$58.10	2080	\$7,784.43	\$141,926
Clerical	0.63	\$10.54	\$13.31	2080	\$4,418.19	\$21,860
High School SRO	1.00	\$23.70	\$29.92	2080	\$7,013.00	\$69,247
Transportation Deputy	0.63	\$21.35	\$26.95	2080	\$4,418.19	\$39,733
<b>Total Staff Costs</b>						<b>\$1,859,031</b>
Variable Fringe Costs						26.24%
Fixed Fringe Costs (per employee)						\$7,013

Manpower Allocation Factor		FTE Staffing Requirements	
24 hour / 7 day post	5.00 FTE Employees	0.67 Detectives	1 Beat
8 hour / 7 day post	1.67 FTE Employees	1.00 Sergeant for	9 Deputies
8 hour / 5 day post	1.19 FTE Employees	1.00 Lieutenant for	18 Deputies
		0.14 Clerical for	1 Beat
		0.14 Transport Deputy	1 Beat

Special Pay	FTE's	Per FTE Cost	Total Special Pay Costs
Overtime/Shift Differential	27.62	\$2,580.82	<b>\$71,282</b>

**Total Personnel Services**

**\$1,930,313**

**Supplies, Services, and Rent**

Supplies		Based on average supply use derived by dividing costs for supplies by number of employees in the Districts. The average is then multiplied by the number of FTE's.	
Uniform Allowance		\$600 per Deputy	
Cost for Supplies	\$24,554		
Total Employees	25		
Average per Employee	\$982		
Total FTE's	27.62		
Supply Cost	\$27,123		
Uniform Allowance	\$16,194		
<b>Total Supply Costs</b>		<b>\$43,317</b>	

Vehicle and Equipment		Based on full mileage rate, depreciation of vehicle, and depreciation of equipment multiplied by number of estimated miles.	
Vehicle Cost with Warranty	\$ 33,124	Vehicle life 100,000 miles.	
Equipment Costs	\$ 6,740	Equipment life 200,000 miles.	
Crown Vic patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.264	126,932	\$33,510
Vehicle Depreciation	\$0.331	126,932	\$42,014
Equipment Depreciation	\$0.034	126,932	\$4,316
175,367 miles reported			
Patrol SUV Cost with Warranty	\$ 39,321	Vehicle life 125,000 miles.	
Equipment Costs	\$ 6,740	Equipment life 200,000 miles.	
SUV patrol vehicles	Per Mile Rate	Estimated Annual Miles	Annualized Costs
Mileage Rate	\$0.259	63,467	\$16,438
Vehicle Depreciation	\$0.315	63,467	\$19,992
Equipment Depreciation	\$0.034	63,467	\$2,158
<b>Total Vehicle and Equipment Costs</b>		<b>\$118,428</b>	

Communications		Based on the per Deputy cost for radio service derived by dividing the users into the Communications budget.	
Total Users of the System	Budget	Per Deputy Cost	Sworn FTE's
3,563	\$6,647,582	\$1,866	26.99
<b>Total Communications Costs</b>		<b>\$50,363</b>	

**Total Supplies, Services, and Rent**

**\$212,108**

**Total Contract Costs**

**\$2,142,421**

Revised May 04, 2006



Exhibit B.

<b>Fountain Hills Maricopa County Sheriff's Office Law Enforcement Contract One-Time Costs</b>			
	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Tasers w/accessories	2	\$ 1,200	\$ 2,400
Ruggedized Laptop Computers	2	\$ 4,525	\$ 9,050
Deputy Mobile Radios	2	\$ 4,717	\$ 9,434
SUV Patrol Vehicle	1	\$ 46,000	\$ 46,000
Total Estimated* One-Time Costs			<u>\$ 66,884</u>
Billing will be based on actual Amount			

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** 6/1/06

**Submitting Department:** Public Works

**Contact Person:** John Morast

**Consent:** ☒

**Regular:** ☐

**Requesting Action:** ☒

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Public Hearing        | <input type="checkbox"/> Resolution                       | <input type="checkbox"/> Ordinance     |
| <input checked="" type="checkbox"/> Agreement  | <input type="checkbox"/> Emergency Clause                 | <input type="checkbox"/> Special Event |
| Permit   |   |  |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement      | <input type="checkbox"/> Acceptance    |
| <input type="checkbox"/> Grant Submission      | <input type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat          |
| <input type="checkbox"/> Special Event Permit  | <input type="checkbox"/> Special/Temp Use Permit          |  |
| <input type="checkbox"/> Other:                |   |  |

**Council Priority (Check Appropriate Areas):**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Education               | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety           | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections          | <input type="checkbox"/> Community Development | <input type="checkbox"/> Finance              |

**Regular Agenda Wording:** Consideration of entering into an AGREEMENT with Southwest Slurry Seal for street maintenance.

**Staff Recommendation:** Approve

**Fiscal Impact:** Yes **\$1,245,663**

**Purpose of Item and Background Information:** After a competitive bidding process, the City of Chandler entered into a contract with Southwest Slurry Seal to provide asphalt emulsion slurry seal and Microsurfacing. Under State Law, the town is permitted to purchase slurry seal under the Chandler contract without further public bidding. By utilizing the Chandler contract, there would be a significant savings to the Town if approved.

**List All Attachments as Follows:** Staff memo, Purchase Agreement, City of Chandler Contract, and Project Map

**Type(s) of Presentation:** None


**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager

**TOWN OF FOUNTAIN HILLS  
PUBLIC WORKS DEPARTMENT  
MEMO**

TO: Honorable Mayor and Council	DT: May 24, 2006
FR: John W. Morast, Assistant Public Works Dir. TH: Tom Ward, Director of Public Works 	RE: Purchasing Agreement Southwest Slurry Seal, Inc.

After a competitive bidding process, the City of Chandler entered into a contract with Southwest Slurry Seal, Inc. on May 11, 2006 to provide Slurry Seal and Micro Surfacing. Under State Law, the Town is permitted to utilize the Chandler contract without further public bidding. By utilizing the Chandler contract, the Town will save approximately 18% over bidding the work as a separate Town project.

Due to the timing of this Purchase Agreement, which will overlap two fiscal years, staff is requesting that the micro surfacing be performed in this fiscal year budget 05-06 for \$375,000 and the remaining maintenance work (\$870,714) be performed in the 06-07 budget cycle.

The streets in the northeast section of Town are scheduled to be slurry sealed this next fiscal year(06-07). Three sections of streets are scheduled to be micro surfaced. They are Fountain Hills Boulevard, from Palisades Boulevard to the north Town limits, Saguaro Boulevard, between Palisades Boulevard and Fountain Hills Boulevard, and Grande Boulevard.

Due to the poor asphalt condition that exists on Fountain Hills Boulevard, staff discussed the possibility of a new asphalt overlay for Fountain Hills Boulevard, between Palisades Boulevard and the north Town limits. However, with the condition of this section of Fountain Hills Boulevard, and the water company installing a waterline to serve the development of the State Trust Land in the near future, it was decided to hold off with major improvements and micro surface Fountain Hills Boulevard from Palisades Boulevard to the north town limits at this time. On a short-term basis, until the water company completes their construction, the micro surfacing will add enough structural value to eliminate failure of the subgrade, which would require a complete rebuilding of this area. The Street Department will patch several of the major potholes prior to the beginning of the micro surfacing. See attached map for other schedule street maintenance work.

Copies of the Chandler contract and the Pavement Maintenance Map Are attached along with a signed purchase agreement.

Staff is requesting approval of the attached purchase agreement.

**PURCHASE AGREEMENT  
BETWEEN THE TOWN OF FOUNTAIN HILLS  
AND SOUTHWEST SLURRY SEAL, INC.**

THIS PURCHASE AGREEMENT for asphalt emulsion slurry seal and Microsurfacing (this "Agreement") is entered into as of June 1, 2006, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Southwest Slurry Seal, Inc., an Arizona corporation (the "Contractor").

**RECITALS**

A. After a competitive bidding process, the City of Chandler, Arizona ("Chandler"), entered into contract No. ST6-745-2260 with the Contractor to provide asphalt emulsion slurry seal and Microsurfacing (collectively, "Slurry Seal") for a reduced cost to Chandler (the "Chandler Contract"), attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted by State Law to purchase Slurry Seal under the Chandler Contract without further public bidding.

C. The Town desires to purchase the Slurry Seal under the Chandler Contract for a lower cost than would otherwise be available.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall under provide Slurry Seal to the Town under the terms and conditions of the Chandler Contract on an as-needed basis.

2. The Town shall pay Contractor a price not to exceed (i) \$105.73 per ton for Type II Dry Aggregate Slurry Seal, (ii) \$190.73.00 per ton for Emulsion/PMQS-h, (iii) \$119.54 per ton for Type II Dry Aggregate Micro Surfacing, (iv) \$200.00 per ton for Emulsion/CSS-1h, as more particularly set forth in Exhibit B, attached hereto and incorporated by reference.

3. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

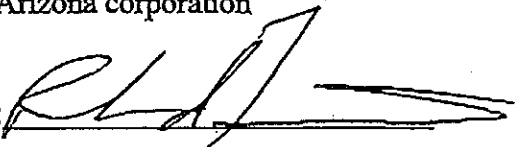
[SIGNATURES ON FOLLOWING PAGE]

**EXECUTED** on the date first written above.

TOWN OF FOUNTAIN HILLS, an  
Arizona municipal corporation

By: \_\_\_\_\_  
Timothy G. Pickering, Town Manager

SOUTHWEST SLURRY SEAL, INC.,  
an Arizona corporation

By:  \_\_\_\_\_

Name: Richard Francis

Title: Vice President

ATTEST:

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

EXHIBIT A  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SOUTHWEST SLURRY SEAL, INC.

[Chandler Contract]

See following pages.

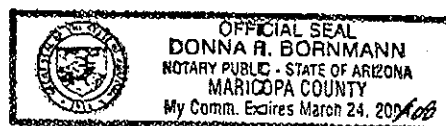
## (ACKNOWLEDGEMENTS)

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA   )

This instrument was acknowledged before me on May 24, 2006, by Richard Francis as vice Pres of Southwest Slurry Seal, Inc., an Arizona corporation, on behalf of such corporation.

Donna R. Bornmann  
Notary Public in and for the State of Arizona

My Commission Expires: March 24, 2008



STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA   )

This instrument was acknowledged before me on \_\_\_\_\_, 2005, by Timothy G. Pickering, the Town Manager of the Town of Fountain Hills, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

My Commission Expires:

## **Exhibit A**

### **CONTRACT FOR SERVICES Asphalt Emulsion Slurry Seal & Micro Surface BID No. ST6-745-2260**

This CONTRACT is made this            day of           , 2006, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY"), and Southwest Slurry Seal, Inc. (hereinafter referred to as "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **ARTICLE 1 – DEFINITIONS**

- 1.1 The Contract Documents for each project shall include:
  - This Annual Contract,
  - The CONTRACTOR's Performance Bond and Payment Bond
  - The City's Standard General Conditions for Construction Projects to the extent they do not conflict with this or the Project Agreement and are applicable to the project,
  - Supplementary Conditions, if any,
  - The Project Agreement for that job order,
  - Work Change Directives or Change Orders, if any, and
  - The project plans including project design and shop drawings for each project if applicable.
- 1.2. The following CITY standard forms are attached hereto and made a part hereof and shall be used as referenced herein:
  - A. Application for Payment
  - B. Certificate of Completion
  - C. Contractor's Affidavit of Settlement of Claims
  - D. Request for Change Order
- 1.3. The definitions contained in CITY's Standard General Conditions for Construction Projects apply to this Agreement with the following clarifications:
  - 1.3.1. Project Designer: When a Project Agreement requires CONTRACTOR to provide design services for the Project, those rights, duties and responsibilities assigned by the City's Standard General Conditions for Construction Projects to the Project Designer shall be performed by CONTRACTOR except those which require final decisions on behalf of City, in which case City shall make the final determination.
  - 1.3.2. Contract and Contract Documents: Include the documents listed in Section 1.1 and 1.2 hereinabove.

#### **ARTICLE 2 – OWNER'S REPRESENTATIVE**

- 2.1. CITY has appointed an OWNER'S REPRESENTATIVE to manage this Contract and will appoint an OWNER'S REPRESENTATIVE to represent the CITY for each Project Agreement. The OWNER'S REPRESENTATIVE will assume all duties and responsibilities and will have all rights and authority assigned to the OWNER'S REPRESENTATIVE in the contract documents in connection with completion of the work. Any references to the Engineer or Project Engineer mean the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE does not have authority to verbally authorize any changes in the scope of work in any Project Agreement which would change the contract price or contract time as such changes must be by written Change Orders executed by appropriate CITY staff.
- 2.2. CONTRACTOR shall obtain the approval from the OWNER'S REPRESENTATIVE of all Materials, the mix design and proportioning prior to the start of any construction. CONTRACTOR



shall supply to OWNER'S REPRESENTATIVE certificates of compliance with each delivery of materials.

### **ARTICLE 3 – DESCRIPTION OF WORK**

**3.1** This is an indefinite quantity and indefinite delivery Annual Contract for general contracting construction services, together with engineering services as necessary, and may include, but not be limited to the application of Asphalt Emulsion Seal Seal/Micro Surface, to streets designated by the City. The Contractor shall furnish all labor, material and equipment necessary for the application of a Bituminous Slurry Seal and Micro Surface, Type II and Type III, to place the material specified, primarily on residential and collector streets, all as more particularly described in Exhibit A, attached hereto and incorporated herein by reference. This Contract does not include the application of Coal Tar Slurry Seals. For any project determined by CITY to be appropriate for this Annual Contract, CITY will issue a delivery order to CONTRACTOR, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. **Although CITY anticipates that CONTRACTOR will be issued a substantial amount of work, the total cost of work issued to CONTRACTOR by the City of Chandler in any one-year contract term will not exceed Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00).**

**CONTRACTOR is not guaranteed any minimum amount of work or any jobs at all. CONTRACTOR is aware that there is more than one Contractor who has been awarded an Annual Contract for this type of work. CITY reserves the right and will issue delivery orders based on ability of CONTRACTOR to meet CITY's work schedule and the availability of trades and expertise in relation to each project.**

- 3.2** CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract and the Project Agreement, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents, including the Contract Specifications attached hereto as Exhibit A and incorporated herein by reference.
- 3.3** CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be solely responsible for coordination of all of the work. CONTRACTOR shall supervise, direct and cooperate fully with all subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all others whose services, materials or equipment are required to ensure completion of the Work within the Contract Time. CONTRACTOR shall also coordinate their Work with the work of others, including work to be done by CITY, to assure compliance with schedules.
- 3.4** CONTRACTOR will provide any and all Traffic Control needed for all work under this Contract in accordance with MUTCD and CITY Traffic Barricade Design-Technical Design Manual #7.
- 3.5** CONTRACTOR shall provide sufficient work crews to complete every Project on schedule. The crews will work approximately eight (8) hours per day, five (5) days per week, Monday through Friday, excluding official CITY holidays.
- 3.5.1** CONTRACTOR shall appoint a crew leader for crew supervision and work coordination with CITY's Project Inspector or Supervisor. The Project Supervisor will be advised before 3:30 p.m. each day of the planned work location for the following day. The crew leader shall advise the CITY Supervisor immediately of equipment breakdown or other delays affecting the progress of the work.
- 3.6** CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. CONTRACTOR shall maintain all equipment, tools and machines used

in the performance of this work in satisfactory working conditions at all times to ensure a high quality product.

- 3.7 CONTRACTOR shall schedule and furnish sufficient labor, equipment and materials to apply a minimum of 170 tons of slurry seal per day.
- 3.8 CONTRACTOR shall provide all materials necessary for the performance of the work in accordance with the specifications set forth herein. The contractor shall be responsible for the safety of all materials of which he has taken delivery, until they are installed in the road surface and accepted by CITY. CONTRACTOR shall take all necessary precaution to avoid loss by fire or theft, or damage by water and shall bear the cost of replacing any such material that is lost, split, destroyed or damaged after delivery is affected.
- 3.9 Analysis And Test. Unless otherwise specified, materials purchased will be inspected by CITY as to meeting the quality and quantity requirements of this Contract. When deemed necessary, CITY will take samples of materials at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by CONTRACTOR.
- 3.10 Determination Of Job Mix. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal and to insure they meet the specifications set forth in Exhibit A. Tests will be used for design purposes to establish the percent of residual asphalt, water and accelerator to be used in the specified slurry seal.
- 3.11 Notification of public. CONTRACTOR shall notify each residence and business when their street is to be surfaced at least 48 hours in advance of the work being done. This will provide adequate lead-time for residents to move vehicles from the streets. The notification should be done in writing by the use of "door hangers." The door hangers shall be placed in a secure manner on the front door of each Residence or Business or if not accessible in a location which the owner will see and read. Door hangers should be printed on some bright colored paper, which will be easily seen. Door hanger notices must be approved by CITY before being used. Items to be included on door hangers are:
- Date of work to be done-
  - Type of work - Slurry Seal Surfacing
  - CONTRACTOR-
  - CONTRACTOR's phone number
  - No Parking on Street Allowed for next 24 hours; If needed, cars will be towed at owner's expense.
  - No sharp turns on Slurry Seal to reduce material scaring on street surfaces.
  - Ask resident not to drive on fresh slurry seal material-provide information to the residents as to how to remove slurry material from shoes, driveways or vehicles.

#### **ARTICLE 4 - Standards**

- 4.1 Construction materials, methods and procedures of the Project shall be in accordance with the requirements of the latest edition of the following separate documents except as modified and supplemented by these Contract Documents:
- A. Current City of Chandler City Code, including, but not limited to, Engineering Standard Specifications and Details and CITY Traffic Barricade Manual and all applicable state and federal laws and regulations.
  - B. The portions of Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Standard Specifications and Details) adopted by CITY.

- C. In addition the following agencies, specifications and test methods are applicable to the construction of this product and may be used as appropriate.

ASHTO - American Association of State Highway and Transportation Officials

ASTM - American Society for Testing Materials

ISSA - International Slurry Surfacing Association

ADOT - Arizona Department of Transportation

- D. All services on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

## **ARTICLE 5 - CONTRACT TERM AND DELIVERY**

- 5.1** The term of this Contract is one (1) year commencing on the date the Contract is executed by the last party to sign, with CITY reserving the option to extend the Contract for four (4) additional terms of one (1) year each.
- 5.2** Within ten (10) days of the date CITY issues a delivery order, CONTRACTOR shall submit to CITY a construction progress schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the work, including any Milestones specified in the Project Agreement and as more fully described herein. The construction progress schedule agreed upon by the parties shall be included as a part of the Project Agreement. Where applicable, such schedule shall include a schedule for project design and engineering, a schedule of shop drawings submission, and where applicable, a schedule of values of the work. These schedules shall be satisfactory in form and substance to OWNER'S REPRESENTATIVE. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. The unit prices for each Project Agreement shall be those included in Exhibit B attached hereto and incorporated herein by reference. In the event there is not a unit price listed on Exhibit B for any portion of the work, CONTRACTOR shall propose a fair and reasonable unit price to be included for that Project. Upon acceptance of these schedules by CITY, they shall be incorporated into the Project Agreement.
- 5.3** **Time is of the essence.** All of the time limits for Milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Project Agreement, are of the essence of both the Project Agreement and this Job Order Contract.
- 5.4** Failure of CONTRACTOR to perform any covenant or condition contained herein and in the Project Agreement within the time periods specified therein, shall constitute a material breach of both the Project Agreement and this Job Order Contract, entitling CITY to terminate either or both the Project Agreement and this Job Order Contract, unless CONTRACTOR applies for and receives an extension of time in accordance with the procedures set forth herein. The amount of Liquidated and Special Damages, if appropriate, will be established in each Project Agreement.
- 5.5** The CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in this Annual Contract or in the Project Agreement. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Annual Contract and also of the Project Agreement, entitling CITY to all the remedies set forth herein or provided by law.

## **ARTICLE 6 - CONTRACT PRICE**

- 6.1** CITY shall pay CONTRACTOR for completion of each project the amount specified in each Project Agreement at the unit prices set forth in Exhibit B attached hereto and incorporated herein by reference.

- 6.2** Within ten (10) days of the date CITY issues a delivery order CONTRACTOR shall submit to CITY a cost estimate for such work together with supporting data as requested by CITY and based on the Unit Prices set forth in Exhibit B. Upon acceptance of the cost estimate this price shall be inserted into the Project Agreement. For more complex Projects CITY may specify a longer period of time for CONTRACTOR to complete the price estimate.
- 6.3** Quantities and materials for this work will be paid for at the contract price per unit of measurement for each of the pay items as indicated in Price List attached hereto as Exhibit B and incorporated herein by reference.

## **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Permits, Engineering & Design**

- 7.1.1** Unless otherwise specified in the Project Agreement, CONTRACTOR shall obtain all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and CITY shall pay all charges of such companies for capital costs related thereto, such as plant investment fees and system development fees.
- 7.1.2** CONTRACTOR shall provide Engineering design as necessary or required for construction and permitting purposes and as further provided in the Project Agreement.

### **7.2 Plans, Shop Drawings and Samples**

- 7.2.1** CITY shall provide to CONTRACTOR the Project Scope of Work and Project Program or group of projects issued for each Project issued to CONTRACTOR.
- 7.2.2** For each Project issued, when requested by CITY, CONTRACTOR shall prepare or cause to be prepared and submit to CITY for approval, a Schematic Design and Design Development Package and the Construction Documents Package. Such documents shall be signed and/or stamped by such licensed professionals as deemed necessary by CONTRACTOR.
- 7.2.3** After CITY review and approval of the Schematic Design and Design Development Package and Construction Documents Package, CONTRACTOR shall submit to CITY for review and approval, in accordance with the accepted schedule of shop drawing or material mix design submissions, copies of all shop drawings or material mix designs, which shall have been checked by and stamped with the approval of CONTRACTOR.
- A.** CITY'S review and approval of shop drawings or samples shall not relieve CONTRACTOR from responsibility for any deviations from the contract documents unless CONTRACTOR has in writing called CITY'S attention to such deviation at the time of submission and CITY has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by CITY relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or samples.
- B.** If CONTRACTOR believes that any shop drawing or communication relative thereto justifies an increase in the contract price or contract time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the City's General Conditions for Construction Contracts.

- 7.3 Correction of Mistakes.** CONTRACTOR shall be responsible for the completeness and accuracy of the work prepared or compiled under CONTRACTOR's obligation for this project and shall correct, at CONTRACTOR's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the

project on architectural or engineering drawings and specifications shall be accomplished by CONTRACTOR. The cost of the design necessary to correct those errors attributable to CONTRACTOR and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to CONTRACTOR and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved CONTRACTOR's work shall in no way relieve CONTRACTOR of any of its responsibilities.

## **8. ARTICLE 8 - LIQUIDATED AND SPECIAL DAMAGES**

8.1. Liquidated Damages: CITY and CONTRACTOR recognize that time is of the essence of both this Annual Contract and the Project Agreement and that CITY will suffer financial loss, in addition to and apart from the costs described herein above, if the work and/or portions of the work are not performed and completed within the times specified in the Project Agreement, plus any extensions thereof allowed in accordance with this Annual Contract. CITY and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the work or portion of the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that liquidated damages for delay (but not as a penalty) are appropriate and that the actual dollar amount per day shall be determined in each Project Agreement for each calendar day that expires after the time specified in the Project Agreement for substantial completion until the work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY the amount set forth in the Project Agreement for each day that expires after the time specified in the Project Agreement for final completion and readiness for final payment.

8.2. Special Damages: In addition to the amount provided for liquidated damages, CONTRACTOR shall pay CITY the actual costs reasonably incurred by CITY for the CITY'S REPRESENTATIVE, engineering and inspection forces employed on the work for each day that expires after the time specified in the Project Agreement for final completion, including any extensions thereof made in accordance with this Annual Contract, until the work is finally complete.

## **9. ARTICLE 9 - BONDS AND INSURANCE**

### **9.1. Performance, Payment And Other Bonds**

CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, as security for the faithful performance and payment of all CONTRACTOR'S obligations under this Annual Contract and each of the Project Agreements, provided; however, in the event the total cost of projects concurrently in progress by CONTRACTOR exceeds **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, then CONTRACTOR shall increase each bond to an amount equal to that estimated by CITY as the cost of construction remaining to be done by CONTRACTOR for that year.

9.1.2.1. With the performance and payment bonds CONTRACTOR, shall provide a copy of the surety company's Certificate of Authority, said copy to have been certified by the Arizona Department of Insurance. These Bonds shall remain in effect during the warranty period for all work performed under this contract after the date of final payment. All Bonds shall be in the form specified by A.R.S. §34-608 and be executed by such sureties as:

- A. Are licensed to conduct business in the State of Arizona and have an agent for service of process in Arizona;
- B. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department; and

C. Are acceptable to CITY.

9.1.3 All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

9.1.4 If the surety on any bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or it ceases to meet the requirements of Paragraph 18.1.2, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to CITY.

## **9.2 Contractor's Insurance**

9.2.1 CONTRACTOR, at CONTRACTOR's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or above and licensed to do business in the State of Arizona with policies and forms satisfactory to CITY.

9.2.2 All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of CITY, constitute a material breach of this contract.

9.2.3 CONTRACTOR's insurance shall be primary insurance, and any insurance or self insurance maintained by CITY shall not contribute to it.

9.2.4 Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect CITY.

9.2.5 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the CONTRACTOR's work or service.

9.2.6 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to CITY under such policies. CONTRACTOR shall be solely responsible for deductible and/or self-insured retention and CITY, at its option, may require CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

9.2.7 Upon execution by CONTRACTOR of this Contract, CONTRACTOR shall furnish to CITY copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of the CITY'S right to insist on strict fulfillment of CONTRACTOR's obligations under this contract.

9.2.8 The insurance policies, except Workers' Compensation, required by this contract shall name CITY, its agents, representatives, officers, directors, officials and employees as additional insureds.

## **9.3 Required Coverage**

### **General Liability**

9.3.1 CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket

contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacement thereof. The coverage shall not exclude X, C, U.

9.3.2 Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

9.3.3 The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

#### **Automobile Liability**

9.3.4 CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the CONTRACTOR's any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

#### **Workers' Compensation**

9.3.5 CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work; and, employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

9.3.6 In case any work is subcontracted, CONTRACTOR will require the subcontractor to provide Workers' Compensation and employer's Liability to at least the same extent as required of CONTRACTOR.

#### **Builders' Risk (Property) Insurance**

9.3.10 If the Project Agreement requires testing of equipment or other similar operations, at the option of CITY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

#### **9.4 Cancellation and Expiration Notice**

9.4.1 Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to CITY.

9.4.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

9.4.1 CITY reserves the right to cancel the whole or any part of this contract due to failure of CONTRACTOR to carry out any term, promise, or condition of the contract. CITY will issue a written ten (10) day notice of default to CONTRACTOR for acting or failing to act as in any of the following:

In the opinion of CITY, CONTRACTOR provides material that does not meet the requirements

of the contract;

In the opinion of CITY, CONTRACTOR fails to perform adequately the services required in the contract;

In the opinion of CITY, CONTRACTOR attempts to impose on CITY materials, products, service, or workmanship, which is of an unacceptable quality;

CONTRACTOR fails to complete the required work or furnish the required materials within the time stipulated in the contract;

In the opinion of CITY, CONTRACTOR fails to make progress in the performance of the requirements of the contract and/or gives CITY a positive indication that CONTRACTOR will not or cannot perform to the requirements of the contract.

CITY may resort to any single or combination of the following remedies:

- A. Cancel any contract for any of the above stated reasons;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate non-compliance with the specification, any actual expense of testing will be borne by CONTRACTOR;
- D. In case of default, CITY reserves the right to purchase in the open market, or to complete the required work, at the expense of CONTRACTOR. CITY may recover any actual excess costs by:
  - (1) Deduction from an unpaid balance;
  - (2) Collection against the bid and/or performance bond, or;
  - (3) Any combination of the aforementioned remedies or any other remedies as provided by law.

## **ARTICLE 10 - INDEMNIFICATION**

**10.1 For Professional Liability.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the CITY, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from the errors, mistakes or omissions, relating to professional services by CONTRACTOR, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONTRACTOR may be legally liable.

**10.2 For all Other Liabilities, Hazards and Exposures.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the CITY, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR's work or services. CONTRACTOR's duty to defend, hold harmless and indemnify the CITY, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts



CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the CITY.

- 10.3 Insurance does not limit liability.** The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**ARTICLE 11 – partial invalidity**

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**ARTICLE 12 - COOPERATIVE PURCHASING**

This agreement allows other governmental agencies and political subdivisions of the State to purchase goods and services under the terms and conditions of this Contract. CONTRACTOR shall extend the same goods and services for the same prices and on the same terms and conditions to such other entities.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on: \_\_\_\_\_, 2006.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 12<sup>th</sup> day of May 2006.

FOR THE CITY OF CHANDLER

  
MAYOR

FOR THE CONTRACTOR

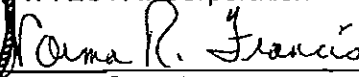
By:   
Signature  
Richard P. Francis, Vice President

ATTEST:

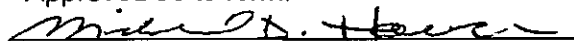
  
City Clerk



ATTEST: If Corporation

  
Assistant Secretary  
Norma R. Francis

Approved as to form:

  
City Attorney by JS

SEAL

**EXHIBIT B**  
**PRICE LIST**

ITEM NO.	DESCRIPTION	UNIT PRICE
-------------	-------------	---------------

**TYPE II (Approximately 800,000 Square Yards)**

1.	PMQS-h	<u>\$190.73</u>
2.	PMCQS-1h	<u>\$190.73</u>
3.	Dry Aggregate	<u>\$105.73</u>

**Micro Surfacing (Type II) Approximately 450,000 Square Yards)**

ITEM NO.	DESCRIPTION	UNIT PRICE
-------------	-------------	---------------

4.	CSS-1h	<u>\$200.00</u>
5.	Dry Aggregate (type II)	<u>\$119.54</u>

**Traffic Pint, Arrow Boards, Bike Symbols, Pavement Markers, and RRX Symbols**

ITEM NO.	DESCRIPTION	UNIT PRICE
-------------	-------------	---------------

6.	4" solid yellow traffic paint	<u>\$0.152</u> LF
7.	4" equivalent white traffic paint	<u>\$0.152</u> LF
8.	8" thermoplastic white (4" equivalent)	<u>\$0.89</u> LF
9.	12" thermoplastic white (4" equivalent)	<u>\$0.89</u> LF
10.	Arrows Thermoplastic (left/right)	<u>\$165.00</u> EA
11.	Bike Symbols	<u>\$127.00</u> EA
12.	Raised pavement markers	<u>\$3.81</u> EA
13.	Temporary chip seal markers	<u>\$250</u> /MILE
14.	8" solid white traffic paint (4" equivalent)	<u>\$0.152</u> LF
15.	18" thermoplastic white/yellow (4" equivalent)	<u>\$0.89</u> LF

- 
16. Thermo tape \$5.20LF  
(for special humps)
17. RRX symbols \$395.00EA

Tax Rate 5.07%

**Alternate Work - Parking Lot Resurfacing**

- a. The material will be the same as requested in the specification, Type II Slurry Seal with polymer added or micro surface.
  - b. CITY Street Division will provide any and all Traffic control needed and will provide all sweeping and cleaning needed in the parking lots and will be responsible for having all the vehicles removed. CONTRACTOR should provide for all labor, equipment, materials, bond, insurance and overhead in his unit price bid for this work.
1. Unit Price to slurry seal Parking Lot \$2.20 per sq yd complete in place
  2. Unit Price to micro seal Parking Lot \$2.50 per sq yd complete in place

**MEASUREMENT:**

Additional quantities and materials for this work will be paid for at the contract price per unit of measurement for each of the following pay items as indicated in the bid.

Emulsified asphalt for slurry	Ton (undiluted)
Aggregate for slurry	Ton
Striping	Lineal Foot (LF)

**EXHIBIT C  
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for **ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE; BID NO. ST6-745-2260**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT ADDRESS

**PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE**, Bid No. **ST6-745-2260**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

EXHIBIT B  
TO  
PURCHASE AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SOUTHWEST SLURRY SEAL, INC.

[Proposed Pavement Maintenance 2006-2007 Map]

See following page.

# TOWN OF FOUNTAIN HILLS



PROPOSED PAVEMENT MAINTENANCE

2006-2007



NORTH  
SCALE: NTS

## LEGEND

-  MICROSURFACE
-  SLURRY SEAL



**Town of Fountain Hills  
Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** June 1, 2006

**Submitting Department:** Public Works – Planning & Zoning

**Contact Person:** Bob Rodgers

**Consent:** ☐

**Regular:** ☒

**Requesting Action:** ☐

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Public Hearing        | <input type="checkbox"/> Resolution                         | <input type="checkbox"/> Ordinance            |
| <input type="checkbox"/> Agreement             | <input type="checkbox"/> Emergency Clause                   | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement        | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission      | <input type="checkbox"/> Liquor/Bingo License Application   | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit  | <input checked="" type="checkbox"/> Special/Temp Use Permit |   |
| <input type="checkbox"/> Other:                |   |   |

**Council Priority (Check Appropriate Areas):**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness                   | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities             | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs              | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Finance              |

**Regular Agenda Wording:** PUBLIC HEARING of a SPECIAL USE PERMIT to allow "Pita House" restaurant to sell alcoholic beverages during meals within the C-1 Zoning District, located at 14835 E. Shea Boulevard, aka Fry's Plaza. Case Number SU2006-05.

CONSIDERATION of a SPECIAL USE PERMIT to allow "Pita House" restaurant, 14835 E. Shea Blvd, to sell alcoholic beverages during meals within the C-1 Zoning District. Case #SU2006-05

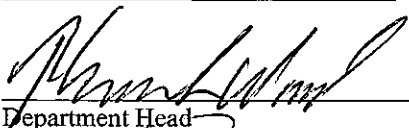
**Staff Recommendation:** Approve      **Fiscal Impact:** No    \$ \_\_\_\_\_

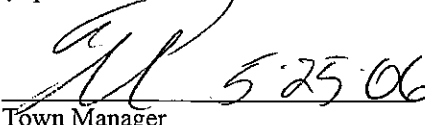
**Purpose of Item and Background Information:** This is a request for a Special Use Permit to allow sales of alcoholic beverages in the restaurant located in the C-1 zoning district. It is necessary for the applicant to receive this Special Use Permit before the Council may consider a recommendation for approval to the Arizona Department of Liquor for the liquor license application for Mr. Kelechian.

**List All Attachments as Follows:** Staff report, Application, Applicant's Letter, Site Plan.

**Type(s) of Presentation:** PowerPoint

**Signatures of Submitting Staff:**

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)





**TOWN OF FOUNTAIN HILLS  
PLANNING & ZONING DIVISION  
STAFF REPORT**

<b>TO: Honorable Mayor &amp; Town Council</b>	<b>DATE: June 1, 2006</b>
<b>FROM: Robert Rodgers, Senior Planner</b> <b>THRU: Richard Turner,</b> <b>Planning &amp; Zoning Administrator</b>	<b>RE: Pita House</b> <b>Special Use Permit</b> <b>Case #SU2006-05</b>

**LOCATION:**

14835 Shea Blvd; Southeast corner of Shea Blvd and Eagle Mountain Parkway; in Eagle Mountain Village Market Place. (AKA Fry's Plaza).

**REQUEST:**

Consideration of a Special Use Permit to allow alcoholic beverage sales and dispensing in Suite #102 of the Eagle Mountain Village Marketplace

**DESCRIPTION:**

**APPLICANT:** Marsha A. Randall  
**OWNER:** Elvis Kelechian  
**EXISTING ZONING:** "C-1" Neighborhood Commercial Zoning District  
**EXISTING CONDITION:** Vacant Suite in Existing Building

**SURROUNDING LAND USES AND ZONING:**

**NORTH:** Shea Blvd and Crestview Subdivision; zoned "R1-43 PUD & M-1"  
**SOUTH:** Eagle Mountain Golf Course; zoned "OSR".  
**EAST:** Eagle Mountain G. C. Driving Range; zoned "OSR".  
**WEST:** Eagle Mountain Golf Course; zoned "OSR".

**SUMMARY:**

Pita House will be a full service Mediterranean and Middle Eastern cuisine restaurant. The restaurant will be open from 11:00 AM to 9:00 PM, seven days a week.

This request is for approval of a Special Use Permit to allow alcoholic beverages to be dispensed and consumed on the premises of the future Pita House restaurant. This restaurant is proposed to be located at 14835 E. Shea Blvd, Suite #102 of "Shops A" at the Eagle Mountain Village Market. Pursuant to Section 12.04.A of the Town of Fountain Hills Zoning Ordinance, alcoholic beverage sales and dispensing are permitted in the "C-1" Neighborhood Commercial Zoning District subject to an approved Special Use Permit.

**EVALUATION:**

The Planning & Zoning Commission held a hearing on May 11, 2006 and pursuant to Section 2.02.D.5 of the Zoning Ordinance, the Planning & Zoning Commission determined "that the establishment, maintenance, or operation of the use or building applied for will not be detrimental to the public health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, nor shall it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the town."

Additionally, the Planning & Zoning Commission rendered the following findings:

**FINDINGS:**

1. There are existing businesses within the commercial plaza, including another restaurant, that sells alcoholic beverages (See case #SU2001-16 Pei Wei Restaurant) without creating a situation detrimental to the health or general welfare of the town. Therefore, it is reasonable to allow another restaurant within the same commercial plaza to sell alcoholic beverages with their meals.
2. The plaza is surrounded by open space and the restaurant is not visible to any residential neighbors. Therefore, it is reasonable to assume that the restaurant will have minimal, or no, impacts on surrounding neighborhoods.
3. The sale of alcoholic beverages is a customary and incidental activity associated with restaurants. Therefore, it is reasonable to allow this restaurant to do the same.

Staff has not received any letters in support of, or of protest to, this Special Use Permit request. The proposed location is not visible to the Eagle Mountain or the Crestview residential neighborhoods.

**RECOMMENDATION:**

The Planning & Zoning Commission recommends that the Town Council approve the Special Use Permit to allow alcoholic beverage sales and dispensing in a "C-1" Neighborhood Commercial Zoning District.

Staff does not foresee any adverse impacts arising from the issuance of the requested Special Use Permit. Staff recommends approval.

Case #SU2006-05

**Attachments:**

Application

Letter of 4/21/06 from Marsha Randall

Reduction of Site Plan of Eagle Mountain Village Market Place



# The Town of Fountain Hills

## PLANNING & ZONING DIVISION - APPLICATION

Do not write in this space - official use only

Filing Date \_\_\_\_\_  
 Accepted By \_\_\_\_\_  
 Fee Accepted \_\_\_\_\_  
 Case Manager \_\_\_\_\_

RECEIVED  
 APR 27 2006

FOUNTAIN HILLS  
 PLANNING & ZONING

<input type="checkbox"/> Abandonment (Plat or Condominium)	<input type="checkbox"/> Administrator's Interpretation or Appeal
<input type="checkbox"/> Area Specific Plan	<input type="checkbox"/> Condominium Plat
<input type="checkbox"/> Continuance Request	<input type="checkbox"/> Cut/Fill Waiver
<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> HPE Change or Abandonment
<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Preliminary / Final Plat
<input type="checkbox"/> Rezoning	<input checked="" type="checkbox"/> Special Use Permit
<input type="checkbox"/> Temporary Use Permit	<input type="checkbox"/> Variance
<input type="checkbox"/> Other _____	

PROJECT NAME / NATURE OF PROJECT: Pita House Restaurant  
Series 12 Liquor License

LEGAL DESCRIPTION: Plat Name \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
 PROPERTY ADDRESS: 14835 E Shea Blvd #102 Fountain Hills, 85268  
 PARCEL SIZE (Acres) \_\_\_\_\_ ASSESSOR PARCEL NUMBER \_\_\_\_\_  
 NUMBER OF UNITS PROPOSED \_\_\_\_\_ TRACTS \_\_\_\_\_  
 EXISTING ZONING \_\_\_\_\_ PROPOSED ZONING \_\_\_\_\_

Applicant \_\_\_\_\_ Day Phone 480 730 2675  
 Mrs. Marsha A. Randall  
 Mr. \_\_\_\_\_  
 X Ms. Address: 1811 S. Alma School City: Mesa State: AZ Zip: 85210  
 Email: marsha.randall@azlic.com

Owner \_\_\_\_\_ Day Phone 602 524 3367  
 Mrs. Elvis Kelechian  
 X Mr. \_\_\_\_\_  
 Ms. Address: 10720 N 110th Pl City: Scottsdale State: AZ Zip: 85259

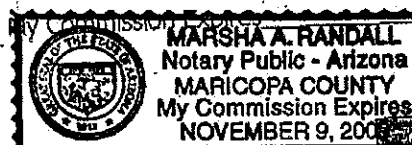
If application is being submitted by someone other than the owner of the property under consideration, the section below must be completed.

SIGNATURE OF OWNER \_\_\_\_\_ DATE 4-21-06

I HEREBY AUTHORIZE Marsha Randall TO FILE THIS APPLICATION.  
 Please Print

Subscribed and sworn before me this 21st day of April, 2006

Marsha Randall  
 Notary Public





ARIZONA LIQUOR  
INDUSTRY CONSULTANTS

P.O. Box 2502  
Chandler, Arizona 85244  
(480) 730-2675 Phone (480) 730-2676 Fax

April 21, 2006

Town of Fountain Hills Planning and Zoning  
16705 E. Avenues of the Fountains  
Fountain Hills, Arizona 85268

Dear Planning and Zoning Administrators:

On behalf of Pita House I am writing to you requesting a Series 12 Liquor Use Permit for this new location at 14835 East Shea Blvd, Suite 102 in Fountain Hills.

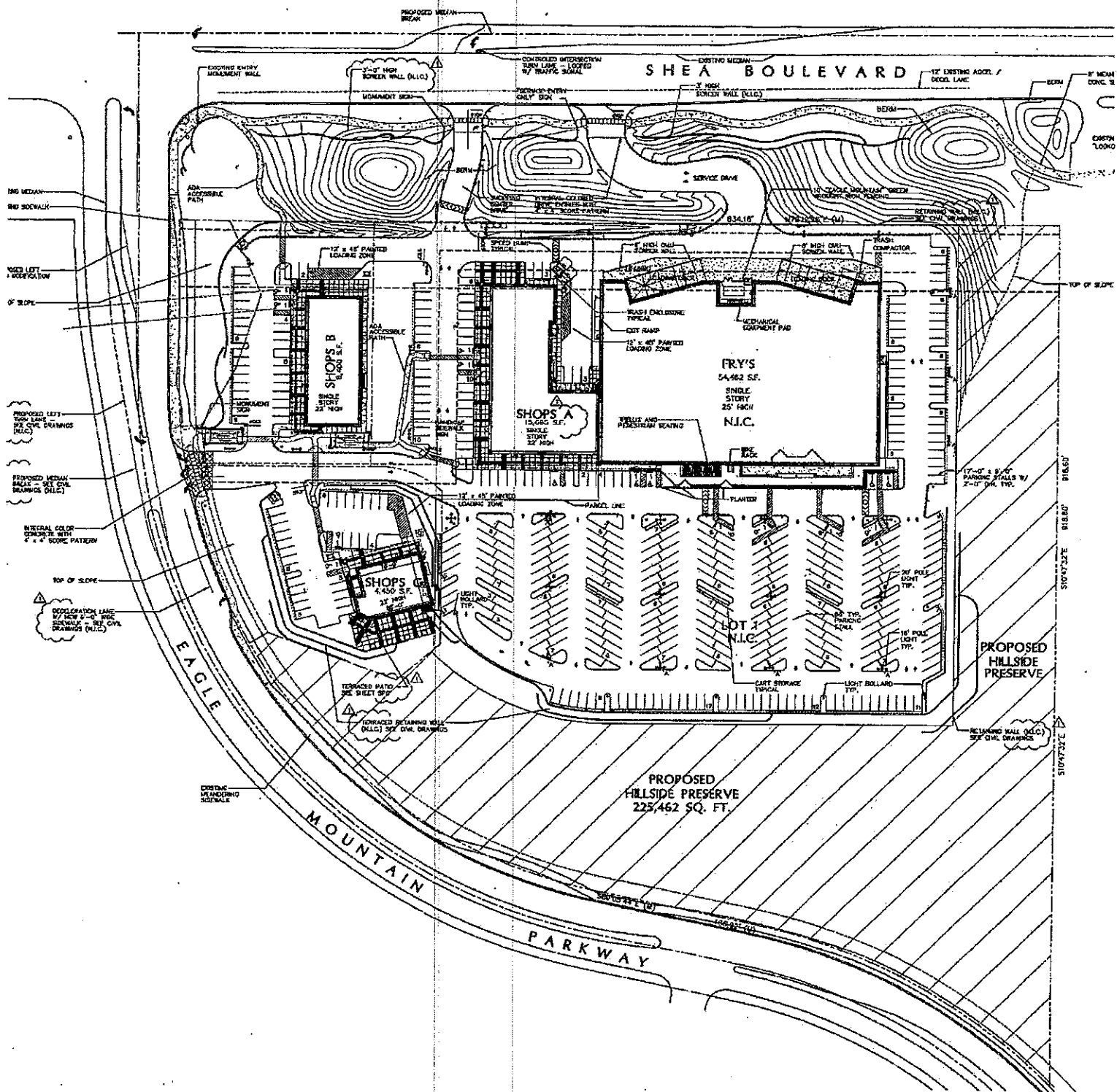
Pita House is a Mediterranean/middle eastern restaurant whose Scottsdale location has been named best Mediterranean/Middle Eastern restaurant in the valley of the sun by Good Morning Arizona.

Pita House is a full service restaurant that will be open for business 11 a.m. to 9 p.m. 7 days a week. Pita House will employ 6 full time people.

Should you have any questions, please feel free to contact me at 480-730-2675.

Sincerely,

Marsha Randall  
Arizona Liquor Industry Consultants



MASTER SITE PLAN

SCALE: 1" = 50'-0"

0 25 50 100

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** June 1, 2006

**Submitting Department:** Administration

**Contact Person:** Bender

**Consent:** ☐

**Regular:** ☒

**Requesting Action:** ☒

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Public Hearing        | <input type="checkbox"/> Resolution                                  | <input type="checkbox"/> Ordinance            |
| <input type="checkbox"/> Agreement             | <input type="checkbox"/> Emergency Clause                            | <input type="checkbox"/> Special Event Permit |
| <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Intergovernmental Agreement                 | <input type="checkbox"/> Acceptance           |
| <input type="checkbox"/> Grant Submission      | <input checked="" type="checkbox"/> Liquor/Bingo License Application | <input type="checkbox"/> Plat                 |
| <input type="checkbox"/> Special Event Permit  | <input type="checkbox"/> Special/Temp Use Permit                     |   |
| <input type="checkbox"/> Other:                |  |   |

**Council Priority (Check Appropriate Areas):**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Education      | <input type="checkbox"/> Public Fitness        | <input type="checkbox"/> Library Services     |
| <input type="checkbox"/> Public Safety  | <input type="checkbox"/> Community Activities  | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Public Works   | <input type="checkbox"/> Human Service Needs   | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Town Elections | <input type="checkbox"/> Community Development |   |

**Regular Agenda Wording:** CONSIDERATION of a Liquor License APPLICATION for Elvis Kelechian (Pita House) located at 14835 E. Shea Boulevard, aka Fry's Plaza. This request is for a series 12 restaurant license.

**Staff Recommendation:** Approve

**Fiscal Impact:** No \$ \_\_\_\_\_

**Purpose of Item and Background Information:**

As this restaurant is physically located in a C-1 zoning district, it was necessary for the applicant to first obtain a Special Use Permit through Council action to allow for the sale of alcoholic beverages at this location. Staff recommends approval of Mr. Kelechian's liquor license application to the Arizona Department of Liquor contingent upon Council's approval of the Special Use Permit.

The various departmental recommendations have been provided. Please refer to Planning and Zoning's revised recommendation provided in the previous agenda item as the Planning and Zoning Department's attached recommendation indicates denial until such time as a Special Use Permit is granted by the Town Council.

**List All Attachments as Follows:** Liquor License application front page, departmental recommendations

**Type(s) of Presentation:** Included with Special Use Permit presentation.

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager/Designee

APR 12 Lic. Lic. PH 3 035

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

400 W Congress #521  
Tucson AZ 85701-1352  
(520) 628-6595

RECEIVED

APR 17 2006

FOUNTAIN HILLS  
TOWN CLERK

## APPLICATION FOR LIQUOR LICENSE

136  
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

### SECTION 1 This application is for a:

- ☐ INTERIM PERMIT *Complete Section 5*  
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*  
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16, 17*  
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16, 17*  
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)*  
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

### SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*  
☐ INDIVIDUAL *Complete Section 6*  
☐ PARTNERSHIP *Complete Section 6*  
☒ CORPORATION *Complete Section 7*  
☐ LIMITED LIABILITY CO. *Complete Section 7*  
☐ CLUB *Complete Section 8*  
☐ GOVERNMENT *Complete Section 10*  
☐ TRUST *Complete Section 6*  
☐ OTHER Explain \_\_\_\_\_

Post 5/12/06  
Down 5/31/06  
TC 6/1/06  
BLH 7784

### SECTION 3 Type of license and fees:

LICENSE #: 12076646

1. Type of License: Series 12 2. Total fees attached: \$ 100.00

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

### SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Kelechian Elvis Ohannes  
(Insert one name ONLY to appear on license) Last First Middle  
2. Corp./Partnership/L.L.C.: Pita House, Inc.  
(Exactly as it appears on Articles of Inc. or Articles of Org.)  
3. Business Name: Pita House  
(Exactly as it appears on the exterior of premises)  
4. Business Address: 14835 E. Shea Blvd., #102 Fountain Hills Maricopa 85268  
(Do not use PO Box Number) City COUNTY Zip  
5. Business Phone: ( ) Pending Residence Phone: [REDACTED]  
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO  
7. Mailing Address: P.O. Box 8913 Scottsdale Arizona 85252  
City State Zip  
8. Enter the amount paid for a 06, 07, or 09 license: \$ \_\_\_\_\_ (Price of License ONLY)

#### DEPARTMENT USE ONLY

Accepted by: TC Date: 4/12/06 Lic. # 12076646  
Fees: 100.00 Application Interim Permit Agent Change Club F. Prints TOTAL \$ 100.00

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD.  
YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

LIC 0100 05/2004

\*Disabled individuals requiring special accommodation, please call (602) 542-9027.

**TOWN OF FOUNTAIN HILLS  
OFFICE OF FINANCE DIRECTOR  
INTER OFFICE MEMO**

TO: 1) Public Works 2) <u>Planning &amp; Zoning</u> 3) Law Enforcement 4) Licensing	DT: April 17, 2006
FROM: Bev Bender, Town Clerk	RE: Liquor License Application – Pita House, Inc.

Attached is an Application for a liquor license application for review for Pita House, Inc. located at 14835 E. Shea Blvd., #102, FH.

Please review the application no later than Friday, April 21, 2006 indicating staff's recommendation for approval or denial in the space below and return this form to the Town Clerk.

If denied, please attach a report that specifies the reason for denial for submittal to the Town Council.

Applicant: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Date Application Received: \_\_\_\_\_

Town Council Agenda Date: \_\_\_\_\_

Approvals (please sign):

Planning & Zoning \_\_\_\_\_ Approved X DP Denied\* 4/17/06

Law Enforcement \_\_\_\_\_ Approved \_\_\_\_\_ Denied\*

Licensing Does the business have a current business license?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Business License # \_\_\_\_\_ Effective period \_\_\_\_\_

Business Information Current? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are there new owners? \_\_\_\_\_ Yes \_\_\_\_\_ No


Follow-up required? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, results: \_\_\_\_\_

\*attach report for denial or for any required stipulations



**TOWN OF FOUNTAIN HILLS  
PLANNING AND ZONING  
MEMORANDUM**

<b>TO: Richard Turner, Planning &amp; Zoning Administrator</b>	<b>DATE: April 17, 2006</b>
<b>FROM: Bob Rodgers, Senior Planner</b> 	<b>RE: Liquor License Application The Pita House, Inc</b>

The Pita House, Inc. located at 14835 E. Shea Blvd, Suite 102, is currently in compliance with the requirements of zoning district C-1. However, alcohol sales are not listed as a permitted use.

Under the provisions of the Fountain Hills Zoning Ordinance Section 12.04, the C-1 zoning district allows alcohol sales in restaurants and cafes by Special Use Permit only.

The Pita House, Inc. has had no previous Code violations with the Town of Fountain Hills.

Staff must recommend denial of the liquor license until such time as the Town Council issues a Special Use Permit.

**TOWN OF FOUNTAIN HILLS  
OFFICE OF FINANCE DIRECTOR  
INTER OFFICE MEMO**

TO: 1) Public Works 2) Planning & Zoning <u>3) Law Enforcement</u> 4) Licensing	DT: April 17, 2006
FROM: Bev Bender, Town Clerk	RE: Liquor License Application – Pita House, Inc.

Attached is an Application for a liquor license application for review for Pita House, Inc. located at 14835 E. Shea Blvd., #102, FH.

Please review the application **no later** than **Friday, April 21, 2006** indicating staff's recommendation for approval or denial in the space below and return this form to the Town Clerk.

If denied, please attach a report that specifies the reason for denial for submittal to the Town Council.

Applicant:                      Date of Event:

Date Application Received:

Town Council Agenda Date:

Approvals (please sign):

Planning & Zoning                      \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Law Enforcement                      X *ms* Approved                      \_\_\_\_\_ Denied\*

Licensing      Does the business have a current business license?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

   Business License # \_\_\_\_\_ Effective period \_\_\_\_\_

   Business Information Current?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No


   Are there new owners?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

   Follow-up required?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, results: \_\_\_\_\_

\*attach report for denial or for any required stipulations

**MARICOPA COUNTY SHERIFF'S OFFICE****Memorandum**

 <small>Joseph M. Arpaio, Sheriff</small>	<b>To:</b> Julie Ghatti Finance Director Fountain Hills	<b>From:</b> John M. D'Amico <i>JMD</i> Lieutenant District 7
	<b>Subject:</b> Pita House	
		<b>Date:</b> 04/18/06

The purpose of this memorandum is to endorse the attached liquor license application for Pita House, Inc. located at 14835 East Shea Blvd. #102 Fountain Hills, Arizona 85268.

This application is for a Series 12 liquor license under specifications of ARS 4-205.02. A Series 12 license is for restaurant use only. The statutes require that 40% of the business establishment be devoted to serving food and that liquor sales be incidental to the food service. An inspection of the diagram provided clearly shows that the establishment will primarily be devoted to food service.

Per ARS 4-207. B.1, a Series 12 license is exempt from restrictions relating to churches, schools, and nearby liquor establishments. The applicant, Elvis Ohannes Kelechian, is an Arizona resident and has supplied a copy of his Certificate of Naturalization for the United States.

I verified Mr. Kelechian has no outstanding warrants for his arrest. However, the applicant has declared he was arrested twice in the past. Once on 02/02/89 for Failure to Appear and on 02/12/90 for Disorderly Conduct. Both of these charges are misdemeanors and occurred over 16 years ago and per Title 4 do not affect his ability to obtain a liquor license. Per ARS 4-202, the Arizona Department of Liquor Licenses and Control will complete a background check on the applicant.

Based on the compliance with Title 4 relating to the Series 12 Liquor Licenses, I recommend approval.

**TOWN OF FOUNTAIN HILLS  
OFFICE OF FINANCE DIRECTOR  
INTER OFFICE MEMO**

<b>TO:</b> 1) Public Works 2) Planning & Zoning 3) Law Enforcement/Fire 4) Licensing	<b>DT:</b> May 11, 2006
<b>FROM:</b> Bev Bender, Town Clerk	<b>RE:</b> Liquor License Application – Pita House, Inc.

Attached is an Application for a liquor license application for review for Pita House, Inc. located at 14835 E. Shea Blvd., #102, FH.

Please review the application **no later** than **Friday, April 21, 2006** indicating staff's recommendation for approval or denial in the space below and return this form to the Town Clerk.

If denied, please attach a report that specifies the reason for denial for submittal to the Town Council.

Applicant:                      Date of Event:

Date Application Received:

Town Council Agenda Date:

Approvals (please sign):

Planning & Zoning                      \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Law Enforcement                      \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Fire Department                       \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Licensing      Does the business have a current business license?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Business License # \_\_\_\_\_ Effective period \_\_\_\_\_

Business Information Current?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Are there new owners?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Follow-up required?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, results: \_\_\_\_\_

\*attach report for denial or for any required stipulations

**TOWN OF FOUNTAIN HILLS  
OFFICE OF FINANCE DIRECTOR  
INTER OFFICE MEMO**

TO: 1) Public Works 2) Planning & Zoning 3) Law Enforcement 4) <u>Licensing</u>	DT: April 17, 2006
FROM: Bev Bender, Town Clerk	RE: Liquor License Application – Pita House, Inc.

Attached is an Application for a liquor license application for review for Pita House, Inc. located at 14835 E. Shea Blvd., #102, FH.

Please review the application no later than Friday, April 21, 2006 indicating staff's recommendation for approval or denial in the space below and return this form to the Town Clerk.

If denied, please attach a report that specifies the reason for denial for submittal to the Town Council.

Applicant:                      Date of Event:

Date Application Received:

Town Council Agenda Date:

Approvals (please sign):

Planning & Zoning                      \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Law Enforcement                      \_\_\_\_\_ Approved                      \_\_\_\_\_ Denied\*

Licensing      Does the business have a current business license?  
    X Yes                      \_\_\_\_\_ No  
    Business License # 7784                      Effective period 12/1/05 - 11/30/10  
    Business Information Current?                      X Yes                      \_\_\_\_\_ No  
    Are there new owners?                      \_\_\_\_\_ Yes                      X No  
    Follow-up required?                      \_\_\_\_\_ Yes                      X No

If yes, results: \_\_\_\_\_

\*attach report for denial or for any required stipulations

**Town of Fountain Hills**  
**Town Council Agenda Action Form**

**Meeting Type:** Regular Meeting

**Meeting Date:** 06/01/06

**Submitting Department:** Public Works

**Contact Person:** Kate Zanon, Planner

**Consent:** ☐

**Regular:** ☒

**Requesting Action:** ☐

**Report Only:** ☐

**Type of Document Needing Approval (Check all that apply):**

☐ Public Hearing

☐ Resolution

☒ Ordinance

☐ Agreement

☐ Emergency Clause

☐ Special Event

Permit

☐ Special Consideration

☐ Intergovernmental Agreement

☐ Acceptance

☐ Grant Submission

☐ Liquor/Bingo License Application

☐ Plat

☐ Special Event Permit

☐ Special/Temp Use Permit

☐ Other:

**Council Priority (Check Appropriate Areas):**

☐ Education

☐ Public Fitness

☐ Library Services

☐ Public Safety

☐ Community Activities

☐ Economic Development

☐ Public Works

☐ Human Service Needs

☐ Parks & Recreation

☐ Town Elections

☒ Community Development

**Regular Agenda Wording:** PUBLIC HEARING on ORDINANCE 06-10, for a Zoning Ordinance Text Amendment to revise Section 5.16 pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. Case #Z2006-01.

CONSIDERATION of ORDINANCE 06-10, a Zoning Ordinance Text Amendment to revise Section 5.16 pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. Case #Z2006-01.

**Staff Recommendation:** Approve

**Fiscal Impact:** No \$ \_\_\_\_\_

**Purpose of Item and Background Information:** Chapter 5 of the Zoning Ordinance Article 5.16.B provides the regulations for temporary recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. This amendment would require that all recurring events go before Town Council rather than after four events as the Ordinance currently states.

**List All Attachments as Follows:** Staff Report Memorandum, Planning and Zoning Commission Meeting Minutes from 04/13/2006, Ordinance 06-10.

**Type(s) of Presentation:** None

**Signatures of Submitting Staff:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget Review  
(if item not budgeted or exceeds budget amount)

\_\_\_\_\_  
Town Manager / Designee

**TOWN OF FOUNTAIN HILLS  
MAYOR AND TOWN COUNCIL  
STAFF REPORT**

<b>TO:</b> Mayor and Town Council	<b>DATE:</b> June 1, 2006
<b>FR:</b> Kate Zanon, Planner <b>THR:</b> Richard A. Turner, AICP, Planning & Zoning Administrator	<b>RE:</b> Outdoor Sales/Farmers Market Zoning Ordinance Amendment. Ordinance 06-10

**SUMMARY:**

This text amendment shall require that all recurring temporary use permits for outdoor retail sales and similar uses such as swap meets and farmers markets receive Town Council approval. Staff has prepared the revisions; the Planning and Zoning Commission initiated the Ordinance amendment at the February 23, 2006 meeting and made a recommendation to approve the revisions at the April 13, 2006 meeting (see the attached meeting minutes).

**PROPOSED ZONING ORDINANCE REVISIONS:**

The Ordinance shall remain the same up to section 5.16.B.4. These first few sections are included so that you can see the current language. All additions to the Ordinance are in caps and all deletions have a single strike through them.

**5.16 Temporary Carnivals, Circuses, Revivals, Rodeos, Swap Meets, Outdoor Retail Sales and Similar Activities.**

- A. Applicability.** The provisions of this Section do not apply to garage sales or rummage sales. All other temporary carnivals, circuses, revivals, rodeos, swap meets, outdoor sales, and similar activities may be permitted only in OSR, Commercial and Industrial Zone Districts subject to the restrictions of Subsection B of this Section.
- B. Temporary Use Permit.** A temporary use permit shall be obtained from the Zoning Administrator in accordance with the following:

  - 1. The Zoning Administrator shall ensure that health and safety are considered, and shall obtain the approval of the Maricopa County Health Department, the Fire Department, and the Town Marshal's Office prior to issuing the temporary use permit.
  - 2. The Zoning Administrator shall ensure that land area is adequate for the proposed use and consequent parking, and shall ensure that traffic safety is considered.

    - a. Submit a site plan, to scale, showing the proposed locations of temporary structures and activities and identify the available parking areas.

- b. All parking areas must be paved or have an approved method of dust control from the Town Engineer.
  - c. If the proposed temporary use location is within an existing parking area the number of parking spaces shall not be reduced more than ten percent of the total spaces existing unless otherwise approved by Council.
- 3. The Zoning Administrator shall require any measures necessary to protect surrounding property.
- 4. A time limit shall be established for each use conducted under the temporary use permit. Unless otherwise approved by the Town Council, the time limit shall not exceed seven (7) consecutive days, nor shall there be more than ONE (1) ~~four (4)~~ temporary use permits issued for the same use during any calendar year. The Town Council may grant permission for the same use to be held more than ONE (1) ~~four (4)~~ times during a calendar year.\*<sup>23</sup> Outdoor retail sales and similar uses such as SWAP MEETS AND farmers markets, may be permitted under a single temporary use permit subject to the following:
  - a. The recurring event shall not exceed a maximum of fifty (50) days during a calendar year.
  - b. The event permitted under the temporary use permit shall recur within thirty (30) days of the prior event held under such permit; if the period of recurrence is greater than thirty (30) days, a separate temporary use permit shall be obtained for each occurrence.
  - c. THE TOWN COUNCIL SHALL APPROVE ALL TEMPORARY USE PERMITS FOR OUTDOOR RETAIL SALES OCCURRING MORE THAN ONCE (1) IN A CLAENDER YEAR.
- 5. Permanent structures shall not be permitted under a temporary use permit.

## **EVALUATION:**

The amendments outlined above would maintain all the existing regulations that govern use permits for temporary carnivals, circuses, revivals, rodeos, swap meets, outdoor retail sales and similar activities. The only change to the ordinance would be to provide Town Council with approval responsibility for recurring outdoor retail sales and similar activities occurring within the Town of Fountain Hills more than once in a calendar year. Staff, is recommending this ordinance change only effect recurring events so as not to clutter the Council Agenda with all small one time events in the Town. Any single events for which Staff receives a protest would still require Town Council approval before the event could take place.



**RECOMMENDATION:**

Staff recommends approval of this Zoning Ordinance amendment, which would require all recurring temporary use permits for outdoor retail sales and similar uses such as swap meets and farmers markets receive Town Council approval.

**TOWN OF FOUNTAIN HILLS  
MINUTES OF REGULAR MEETING OF THE  
PLANNING & ZONING COMMISSION  
APRIL 13, 2006**

Chairman Brown recessed the Workstudy Session at 6:15 p.m. and opened the regular meeting of the Planning and Zoning Commission at 6:30 p.m., followed by the Pledge of Allegiance and a moment of silence.

Present for roll call were the following members of the Fountain Hills Planning and Zoning Commission: Chairman Brown, Commissioner Downes, Commissioner Forest, Commissioner McDonald, Commissioner Kasabuski, and Commissioner Ewald. Mark Reddie, LVA Urban Design Studios, LLC; Planning and Zoning Administrator Richard A.G. Turner, A.I.C.P.; Senior Planner Robert Rodgers; Planner Kate Zanon; Planning Assistant and Recorder of the Minutes, Janice Baxter were also present.

Vice-Chairman Jerry Caldwell was excused from the meeting because of illness.

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**AGENDA ITEM #9 - PUBLIC HEARING for a ZONING ORDINANCE TEXT AMENDMENT**, to revise Ordinance 5.16, pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail, sales and similar activities. Case Number Z2006-01. Ordinance 06-10.

Public hearing opened at 7:24 p.m.

Kate Zanon, Planner, gave the presentation and included a PowerPoint Presentation. Staff recommended approval.

Public hearing closed at 7:28 p.m.

**AGENDA ITEM #10 - CONSIDERATION of a ZONING ORDINANCE TEXT AMENDMENT**, to revise Ordinance 5.16 pertaining to recurring carnivals, revivals, rodeos, swap meets, outdoor retail sales and similar activities. Case number Z2006-01. Ordinance 06-10.

Commissioner Downes **MOVED** to recommend to Town Council the approval of case number Z2006-01. Commissioner McDonald **SECONDED** the MOTION. A voice vote was taken with the following results:

Chairman Brown	aye
Commissioner Downes	aye
Commissioner Forest	aye
Commissioner Ewald	aye
Commissioner Kasabuski	aye
Commissioner McDonald	aye
Commissioner Caldwell	Absent

The motion **CARRIED** 6-0.

## ORDINANCE NO. 06-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING THE TOWN OF FOUNTAIN HILLS ZONING ORDINANCE, CHAPTER 5, GENERAL PROVISIONS, SECTION 5.16, TEMPORARY CARNIVALS, CIRCUSES, REVIVALS, RODEOS, SWAP MEETS, OUTDOOR RETAIL SALES AND SIMILAR ACTIVITIES, RELATING TO OUTDOOR RETAIL SALES.

**BE IT ORDAINED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. That the Fountain Hills Planning and Zoning Ordinance, Chapter 5, General Provisions, Section 5.16, Temporary Carnivals, Circuses, Revivals, Rodeos, Swap Meets, Outdoor Retail Sales and Similar Activities, is hereby amended as follows:

. . .

B. Temporary Use Permit. A temporary use permit shall be obtained from the Zoning Administrator in accordance with the following:

. . .

4. A time limit shall be established for each use conducted under the temporary use permit. Unless otherwise approved by the Town Council, the time limit shall not exceed seven (7) consecutive days, nor shall there be more than ONE (1) ~~four (4)~~ temporary use permits issued for the same use during any calendar year. The Town Council may grant permission for the same use to be held more than ONE (1) ~~four (4)~~ times during a calendar year. Outdoor retail sales and similar uses such as SWAP MEETS AND farmers markets, may be permitted under a single temporary use permit subject to the following:

. . .

- c. THE TOWN COUNCIL SHALL APPROVE ALL TEMPORARY USE PERMITS FOR OUTDOOR RETAIL SALES RECURRING MORE THAN ONCE (1) IN A CALENDAR YEAR.

SECTION 2. That if any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills,  
June 1, 2006.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

\_\_\_\_\_  
W. J. Nichols, Mayor

\_\_\_\_\_  
Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Timothy G. Pickering, Town Manager

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney

- 11.) **DISCUSSION WITH POSSIBLE DIRECTION** to staff regarding an amendment to the Town Ordinance, which would regulate the salvaging of saguaro cactus in the path of development on private property.
- 12.) **COUNCIL DISCUSSION/DIRECTION** to the Town Manager.
- Items listed below are related only to the propriety of (i) placing such items on a future agenda for action or (ii) directing staff to conduct further research and report back to the Council: A. *NONE*
- 13.) **SUMMARY OF COUNCIL REQUESTS** by Town Manager.
- 14.) **ADJOURNMENT.**

**DATED** this 26<sup>th</sup> day of May 2006:

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Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call 837-2003 (voice) or 1-800-367-8939 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting or to obtain agenda information in large print format. *Supporting documentation and staff reports furnished the Council with this agenda are available for review in the Clerk's office.*